



REPORT OF THE COUNCIL FOR THE OFFICIAL YEAR 1894-95.

Approved and adopted by the Annual General Meeting, 6th May 1895.

The President, F. C. PENROSE, F.R.S., in the Chair.

THE Council have held 25 Meetings since the adoption of their last Report by the Annual General Meeting of the 7th May 1894, exclusive of Meetings held by Committees of the Council.

The death of Wyatt Papworth who, with his father John B. Papworth and his brother John Woody Papworth, was a most indefatigable worker on behalf of the Institute caused the deepest sorrow to the Council, with whom he had so long been associated. That of Ewan Christian, a Royal Gold Medallist, President in 1884-86, and one of the oldest members of the Institute, has been severely and widely felt; and the Council fully concur in the graceful tribute paid to his memory by Mr. Macvicar Anderson and Mr. G. H. Birch. The loss of Sir Henry Layard, an Hon. Fellow, who had been connected with the Institute for forty-four years, who received the Royal Gold Medal in 1868, and whose services to architecture were so well known, is also to be deplored.

The assassination of President Carnot on the 24th of last June was referred to at the General Meeting of the Institute held the day following, when a resolution was passed expressing indignation at the crime, and offering the sympathy and condolence of the members with their brethren of France. The resolution was communicated in a letter despatched the same evening to the Société Centrale des Architectes Français. A touching reply was received from Monsieur Daumet [*Hon. Corr. M.*], which was printed at page 583 of the JOURNAL for 1894.

The Fellows now number 604, and Associates 921. During the twelve months 5 Fellows (who were previously Associates) and 91 Associates (19 of whom were previously Students) have been elected. Three Hon. Associates—Alfred Gilbert, R.A., F. G. Hilton Price, Director of the Society of Antiquaries, and W. B. Richmond, M.A., A.R.A.—have been elected; and six Hon. Corresponding Members—Charles Buls (Brussels), Barr Ferree (New York), Alois Hauszmann (Budapest), Henri Edouard Naville (Geneva), Emerich Steindl (Budapest), and Louis Viollier (Geneva). There are now 61 Hon. Associates and 55 Hon. Corresponding Members.

The number of *Students* has increased to 143, as against 101 at the corresponding period last year, and the number of *Probationers* to 736, as against 577 in 1894.

The loss to the Institute by death during the year has been as follows:—*Fellows*: Charles Aldridge (Liverpool), R. C. Baxter, Lawrence Booth (Manchester), T. E. Bridgen (Manchester), Ewan Christian, W. G. Coward (Sydney), C. G. H. Kinnear (Edinburgh), Arthur Lett, J. C. Moncrieff (Bristol), James Murgatroyd (Manchester), E. G. Paley (Lancaster), Wyatt Papworth, and Ernest Turner; *Associates*: Arthur Cawston, A. H. Clark (Norwich), C. H. Cooper, Morton M. Glover, H. A. Gregg, H. A. K. Gribble, J. G. Hall, Frederick Hemings,

Gordon M. Hills, and J. A. Macara; *Hon. Associates*: Henry Faija, W. Calder Marshall, and Alfred White; *Hon. Fellow*: Sir Henry Layard.

The Council, having appointed a Committee to consider the question of the Hon. Associate Class referred to in the President's Opening Address, have approved in principle the establishment of an additional class of members who shall be craftsmen in the arts allied to architecture; and have referred the matter back to the Committee to work out. The Council hope before the close of the Session to bring forward a scheme for the consideration of the Institute.

The Preliminary Examinations of November 1894 and March 1895 were held in London, Bristol, and Manchester, and the 217 successful candidates have been registered as Probationers. The Intermediate Examinations were held in London on the same dates, when 57 Probationers passed, and were registered as Students. Examinations qualifying for candidature as Associate were held during the week commencing the 26th November 1894 in Manchester, Bristol, and Glasgow, when 64 passed. The first of the Final Examinations qualifying for candidature as Associate was held in London and Manchester from the 29th March to the 6th April 1895, when out of the 86 applicants who attended 26 passed. The Council again tender the thanks of the Institute to the Board of Examiners for the arduous services rendered by them, and to the Allied Societies at Manchester, Bristol, and Glasgow. Statistics of the several Examinations here follow:—

THE PRELIMINARY EXAMINATION.

DATE.	Attended.	Not Passed.	Relegated for Periods.	Passed and Registered as Probationers.
November 1894.....	115 { Exempted, 60 Examined, 55	2	10	103
March 1895	138 { Exempted, 55 Examined, 83	2	22	114
Totals.....	253	4	32	217

THE INTERMEDIATE EXAMINATION.

DATE.	Probationers Attended.	Not Passed.	Relegated for Periods.	Passed and Registered as Students.
November 1894.....	48	—	19	29
March 1895	54	—	26	28
Totals.....	102	—	45	57

EXAMINATION QUALIFYING FOR CANDIDATURE AS ASSOCIATE.

DATE.	Applied.	Attended.	Not Passed.	Relegated for Periods.	Passed.
November 1894.....	180	158	4	90	64
March-April 1895.....	98	86	1	59	26
Totals.....	278	244	5	149	90

* * * For purposes of comparison the figures for the official year 1893-94 are given: Preliminary: 165 attended, 136 passed. Intermediate: 55 attended, 36 passed. Qualifying: 176 applied, 150 attended, 63 passed.

The Ashpitel Prize was awarded to Mr. W. E. Vernon Crompton, *Probationer* 1891, *Student* 1892, *Qualified as Associate* 1894, he having most highly distinguished himself in the Qualifying Examinations held in 1894.

As a concession to Probationers who are Students of the Royal Academy, the Council, acting on a recommendation of the Board of Examiners, have decided to permit such Students, in lieu of the Testimonies of Study required in the Art Section, to submit their Academy drawings, provided they include sufficient studies of Gothic work to cover the requirements of the Section.

A Statutory Examination for Certificates of Competency to act as District Surveyor in London, and as Building Surveyor under Local Authorities, was held in October 1894. For the former two candidates presented themselves, but neither passed. For the latter there was but one candidate—Mr. Francis Baugh Andrews [*A.*],—who was granted a Certificate of Competency. Another Examination was held in April when three candidates were examined, and Mr. Arthur Henry Wharton Glasson [*A.*] and Mr. Hugh Davies (Cardiff) were granted Certificates of Competency to act as District Surveyor and Building Surveyor respectively.

The Royal Gold Medal (1894) for the promotion of Architecture was presented to Sir Frederic Leighton, Bart., P.R.A., on the 25th June 1894. By a resolution of the Institute passed on the 11th March 1895, Mr. James Brooks, *Vice-President*, was elected Royal Gold Medallist for the current year, for his executed works as an architect; and Her Majesty the Queen has graciously signified approval of the award.

The Prizes and Studentships 1894-95 attracted an unusually large number of competitors. The Deed of Award made by the Council under By-law 66 was read at the General Meeting of the 7th January, and printed at page 191 of the *JOURNAL*. The Designs and Drawings were publicly exhibited in the larger Conduit Street Gallery from the 4th to the 14th January. Previous to the distribution of prizes, the President delivered the Annual Address to Students, which was followed by a critical Paper from Mr. J. M. Brydon on the competitors' works. The task of reviewing the Essays placed second, third, and fourth was kindly undertaken by Dr. Frank Granger, of Nottingham [see p. 254]. While on this subject the Council cannot refrain from acknowledging, on behalf of the Institute, the Studentships generously placed at their disposal by Mr. T. W. Aldwinckle, particulars of which will be found at page 378.

As in former years, a selection of the Prize drawings was forwarded to the Allied Societies at local centres. It included, from the Measured Drawings, the Elevation of the Gateway of St. John's College, Cambridge, by Mr. W. H. Ward (Silver Medallist), and Elevations, &c., of Llandaff Cathedral, by Mr. J. H. James; The Soane Medallist Mr. H. S. East's Design for a Picture Gallery, and Perspectives for the same subject by Messrs. C. H. B. Quennell and H. Jefferis; a selection of the Tite Prize Drawings by Messrs. R. Shekleton Balfour (Tite Prizeman), Banister F. Fletcher, W. T. Conner, and D. W. Kennedy; several drawings by Messrs. A. J. Dunn (Pugin Student), J. A. R. Inglis, and C. C. Brewer; and drawings, sketches, &c., of the Owen Jones Student, Mr. J. J. Joass.

By the courtesy of the French Government and through the good offices of Monsieur Daumet, then President of the Académie des Beaux-Arts, the Council were able to borrow a remarkable series of drawings of the Pantheon executed by Monsieur Chedanne, a "Pensionnaire" of the Academy of France at Rome. These drawings—of rare excellence—were hung in the smaller Gallery from the 7th to the 14th January, during the time the works submitted for the Institute Prizes were on view, and advantage was taken of the opportunity of inspecting them by a large number of members and the outside public. Mr. Phené Spiers at the

Meeting of the 7th January gave a description of the drawings, and at the Meeting of the 14th, when Monsieur Chedanne was present, read a Paper giving an account of the artist's researches at the Pantheon, and of his restorations of that monument.

At the meeting of the 14th January there was also exhibited a collection of drawings of the late Mr. H. A. K. Gribble, including his design for the Brompton Oratory.

Mr. Poynter, R.A., having, on behalf of the Society for the Preservation of the Monuments of Ancient Egypt, invited the Council to appoint one or more members to sit on a Committee for considering the best means of carrying out the proposed archæological survey of the Nile Valley from Assouan to Korosko—such survey to include the copying of all inscriptions, the photographing of all ancient structures and remains, and the examining of all foundations—the Council, sympathising with the objects of the Society, nominated Mr. Arthur Cates and Mr. Phené Spiers to act on the Committee; and these gentlemen have attended some of the meetings.

On the 2nd July an Anniversary Dinner, in commemoration of the First General Meeting of the Institute in 1834, was held at the Whitehall Rooms of the Hotel Métropole, the President, Mr. F. C. Penrose, in the Chair. Over 200 members and guests were present.

In compliance with the request of Dr. Moline, Hon. Secretary of the British Committee for the International Congress of Hygiene and Demography held in September at Budapest, to send delegates to the Congress, the Council appointed Mr. T. W. Cutler and Mr. John Slater to attend on behalf of the Institute. Mr. Cutler was unable to be present at the Congress, but Mr. Cates kindly consented to take his place. The delegates' report will be found printed at page 16 of the current volume of the JOURNAL. A most gratifying communication has since been received from the Institute of Hungarian Engineers and Architects on that and other subjects connected with it.

On the 29th October the Council received a deputation from the London Lodges Committee for Operative Stonemasons, which stated certain grievances of the London stonemasons through the practice of working stone, intended for London buildings, at the quarries. It was objected, among other things, that quarry-worked stone was usually rough, and that much of it had to be rejected; that it was frequently injured in packing or during carriage, &c., and had afterwards to be "doctored up" to fit it for its purpose; that the stones worked at the quarry were often taken from the softest beds; and that, as the wages of the quarry-masons were lower than the London rate, the contractor for works in the metropolis derived a pecuniary advantage by using this inferior stone. The Council in their reply stated that, as a rule, it was desirable that stones should be worked near the building for which they were required, so that they could be inspected by the architect while being worked.

In consequence of the conditions now attaching to the appointment of District Surveyors in London debarring them from exercising their profession as architects, the question arose whether, under the Charter, District Surveyors appointed under the new Regulations were eligible for admission as Fellows. The matter was referred to the Institute solicitors, Messrs. Markby, Stewart & Co., for counsel's opinion. A case was prepared and submitted to Mr. Arthur Cohen, Q.C., who gave a written opinion that unless a District Surveyor had, prior to his appointment under such Regulations, been in independent practice as an architect for seven successive years he was not eligible for the Fellowship.

On the 4th November the Council directed the attention of the London County Council to the continued paucity of applicants for Certificates of Competency to act as District Sur-

veyor in London, and to their want of knowledge; and at the General Meeting of the 3rd December a Paper was read on the subject by Mr. W. D. Carøe, when a Resolution was passed to the effect that the high status of District Surveyors should be maintained, by allowing them the right of private practice as before. The result of the Meeting was duly communicated to the London County Council, who, in their reply, expressed their determination not to reopen the matter. The Council have since appointed a Committee, consisting of Messrs. W. D. Carøe, T. W. Cutler, Lacy W. Ridge, Charles Fowler, and T. H. Watson, to consider the position of District Surveyors in face of the conditions imposed by the London County Council; and an interim report has been received from the Committee.

The Council, being empowered under section 175 of the London Building Act 1894 to appoint one of the three members forming the Tribunal of Appeal, appointed Mr. Arthur Cates to the office in December. The other members are Mr. D. Cubitt Nichols, appointed by the Secretary of State for the Home Department, and Mr. T. Chatfield Clarke, appointed by the Council of the Surveyors' Institution. Mr. Cates was subsequently elected Chairman of the Tribunal, he having been Chairman of the two Tribunals constituted under the London Council General Powers Acts of 1890 and 1893 from their commencement.

A Bill for the Registration of Architects promoted by persons whose names are not disclosed has been introduced into the House of Commons by Mr. Atherley Jones, M.P., and read a first time. The Petition against it, on behalf of the Institute, was duly presented by Sir Richard Webster, Q.C., M.P., who, with Mr. Græme Whitelaw, M.P., Mr. James Campbell, M.P., and Mr. Boord, M.P., has given notice of opposition to its Second Reading.

The formal Declaration of Trust, bearing the seal of the Duke of Devonshire, and setting forth the conditions under which his Grace has made over to the Institute the valuable collection of original architectural drawings by Palladio, Vignola, Inigo Jones, John Webb, Kent, and others, was signed by the Duke on the 17th December 1894. The Declaration states that the Collection shall at all reasonable times be open for the purposes of study and reference to all present and future Members and Students of the Institute, under such rules and regulations as the Council may deem necessary or expedient. By clause 6 the Institute is required to insure the Collection against loss or damage by fire and other accident in the sum of £400. The Declaration of Trust and the Schedule of the contents of the various portfolios and boxes comprising the Collection are printed at page 185 of the JOURNAL.

THE STANDING COMMITTEES.

ART STANDING COMMITTEE.

The Art Standing Committee report that ten meetings have been held since the publication of the last Annual Report, and seven since the election of the present Committee. The Committee appointed Mr. Alfred Waterhouse, R.A., Chairman, Mr. James Brooks Vice-Chairman, and Messrs. W. D. Carøe and George Kenyon Hon. Secretaries.

In view of the fact that one or, possibly, two important new bridges across the Thames at Vauxhall and Lambeth were in contemplation by the London County Council, the Committee gave special attention to the matter, with the object of securing for London structures of monumental dignity worthy to rank with Waterloo and London Bridges. Although the Committee regret that their endeavours to secure stone structures have been unsuccessful, they nevertheless desire to record their sense of the courtesy and attention with which their views have been received by the Bridges Committee of the London County Council. They met to view all the Metropolitan Bridges, and, with the sanction of the Bridges Committee

of the County Council, a deputation introduced by Mr. Macvicar Anderson attended at Spring Gardens last May, a report of which duly appeared in the *JOURNAL*. Subsequently, by invitation of the Bridges Committee, a second deputation attended at Spring Gardens, which led to the Council of the Institute sanctioning co-operation, as suggested by the Bridges Committee (subject to the Council's approval), in the production of a design. To this end the Engineer of the London County Council has furnished the Art Committee with the structural details of the proposed bridge, and they now have the matter under their consideration.

Mr. Seth Smith's proposal for a Permanent Gallery of British Architecture was referred to the Committee by the Council for consideration, and the Committee requested Mr. Seth Smith to attend and give his views. The matter was then fully considered, and it was deemed advisable to postpone the subject until something further was known of the public interest taken in the Architectural Exhibition now being held at Liverpool under the guidance of the recently appointed Professor of Architecture, Mr. F. M. Simpson.

The Committee have arranged the subjects and Papers for two of the Ordinary General Meetings. Upon the 11th February three Papers were contributed upon "The Value of Simplicity in Architecture" by Mr. Penrose, Mr. Basil Champneys, and Mr. Halsey Ricardo. Some original drawings of Somerset House were lent by H.M. Office of Works, and other drawings and photographs of executed work contributed by Messrs. J. L. Pearson, James Brooks, J. J. Stevenson, and C. F. A. Voysey. On the 22nd April Papers upon "The Use and Abuse of Marble for Decorative Purposes" were read by Professor Aitchison, Mr. William Young, and Mr. W. Brindley. Several water-colour drawings and photographs were lent for the occasion by Mrs. W. W. Deane, Professor Aitchison, and Mr. Young, together with an interesting collection of specimens of marbles lent by Messrs. Farmer & Brindley and Messrs. Burke & Co.

LITERATURE STANDING COMMITTEE.

The Literature Standing Committee report that since their election on the 11th June 1894 they have held nine meetings, making ten meetings altogether since the issue of the last Report. They elected Professor Aitchison, A.R.A., Chairman, Mr. Alex. Graham Vice-Chairman, and Messrs. A. S. Flower, M.A., and R. Elsey Smith Hon. Secretaries.

The Committee arranged for the reading of the following Papers during the present Session:—"Notes upon the Architecture of China," prepared by Mr. F. M. Gratton, of Shanghai; "Observations on the London Building Act 1894," by Professor Banister Fletcher; and "The Legal Position of Architects in relation to Certificates and Awards," by Mr. James Strahan, Barrister-at-Law. They have also arranged for a Paper, by Professor Baldwin Brown, on Anglo-Saxon Architecture, for the General Meeting of the 20th May.

The Committee have to acknowledge their indebtedness to the authors of sundry Papers which appeared in the *JOURNAL* during the recess of 1894—namely, "Nile Reservoirs," by Mr. Cope Whitehouse, illustrated with maps and photographs kindly lent by the author; "The Threatened Destruction of Philæ," by the distinguished Egyptologist, Dr. Edouard Naville, since elected an Hon. Corresponding Member; "Damme, a City of the Netherlands," with original drawings, by Mr. Tavenor Perry; "The New Museum in the Orto Botanico, Rome," by Professor the Commendatore Lanciani; and "Notes on some African Structures," by Mr. J. T. Last, with illustrations and an Appendix by Mr. Wm. Simpson. Special articles have also appeared during the present Session, notably, a review by Mr. A. E. Street of the Notebooks and Diaries presented by Mr. Wolfe Barry, an Historical Note on the Institute Examinations, Professor Aitchison's Appeal to Members to supply the editions of Vitruvius

wanting in the Library, and reviews of Monsieur Van Ysendyck's great work by Mr. Tavenor Perry and Mr. Starkie Gardner.

The Council, recognising the importance of many of the Papers read before the Allied Societies, have devoted a section of the JOURNAL to their publication.

Arrangements have been made by the Committee for the better preservation of the collection of Measured Drawings for which the Institute Silver Medal has been awarded.

The Committee desire to call attention to the large number of interesting and valuable works presented to the Library during the official year, all of which have been duly noticed or reviewed in the JOURNAL. The Librarian's Report to the Committee is as follows :—

During the twelve months elapsed from 1st April 1894 to 31st March of the present year, the total additions to the Reference Library amounted to 134 volumes and 75 pamphlets, and to the Loan Library 12 volumes and 2 pamphlets, exclusive of periodicals, reports, and transactions of societies, and parts of works issued in a serial form now in progress.

The number of volumes presented to the Reference Library was 92, and to the Loan Library, 3. Of pamphlets, 73 were presented to the Reference Library, and 2 to the Loan Library. Of drawings, engravings, and photographs, 67 sheets and 4 books were presented, exclusive of the *Sketch-book of the Architectural Association*. There were also presented 2 medals struck by the Corporation of the City of London.

The works purchased comprised 42 volumes, 2 pamphlets, and 1 book of drawings, for the Reference Library, and 9 volumes for the Loan Library, together with several Parliamentary papers.

The attendances of readers in the Library numbered 2,838 (last year 2411), showing an increase of nearly 18 per cent.

The number of tickets (exclusive of renewals) issued for admission to the Reference and Loan Library was 83 (last year 93).

The number of volumes issued on loan was 986 (last year 976).

Where so many useful and valuable additions to the Library have been made by donation, it is hoped it will be not invidious to make special mention of : a second copy of the Architectural Publication Society's *Dictionary of Architecture*, presented by Mr. Arthur Cates ; M. Van Ysendyck's great work entitled *Documents Classés de l'Art dans les Pays-Bas*, presented by the author ; the fine volume illustrating English and Welsh Cathedrals, presented by the proprietors of *The Builder* ; and Part VII. of the *Jeypore Portfolio of Architectural Details*, presented by his Highness the Maharaja of Jeypore, a worthy continuation (and probable completion) of the preceding parts of this fine work. The new Metropolitan Building Act has called forth several text-books on the subject, and those by Messrs. Craies, Dicksee, Fletcher, Statham, and Griffiths and Pember, have already been presented. Mention must also be made of a very interesting collection of views of Chinese buildings, presented by Mr. F.M. Gratton. The question of binding into a volume a similar collection of photographs of buildings in Sydney, N.S.W., was, by resolution of the Committee on 8th March last, remitted to the Sub-Committee on the Library ; and being highly desirable as a means of preservation for, and ready reference to, the plates, it is much to be hoped it may be sanctioned and form a precedent for similar cases.

Among the purchases may be especially noticed Burdett's *Hospitals and Asylums of the World*, a valuable work much asked for by readers, and on several occasions recommended for the Committee's sanction as a purchase.

The additions to the Loan Library, though less numerous than could be desired, have for the most part been works really wanted to meet the needs of readers and the increasing demand for standard text-books.

The Library Rules have been under the Committee's consideration, and a fresh set were finally sanctioned by the Council. The new Rules were published in the KALENDAR, and have been since hung up in the Library. The Committee, in pursuance of a resolution of the Council, have considered the general development of the Library, and how far it met the convenience and requirements of members and others using it. Their recommendations were duly reported to the Council, by whom they were approved and ordered to be carried into effect.

PRACTICE STANDING COMMITTEE.

The Practice Standing Committee report that they have held six Meetings since the issue of the last Report. They appointed Mr. Henry Currey Chairman, Mr. Arthur Cates Vice-Chairman, and Mr. Henry Cowell Boyes Hon. Secretary.

Their attention has been chiefly directed to the further consideration of the form of Building Contract and Schedule of Conditions, which have at length been completed and reported to the Council.

The Accounts of Ordinary Funds for 1894, prepared by Messrs. Saffery, Son & Co., Chartered Accountants, and audited by Mr. Frederick Todd [F.] and Mr. Wm. Woodward [A.], the Auditors appointed by the Annual General Meeting of 1894, here follow:—

Income and Expenditure Account of Ordinary Funds for the Year ended 31st December 1894.

Dr.	EXPENDITURE.					INCOME.				Cr.
		£	s.	d.	£	s.	d.	£	s.	d.
To ORDINARY EXPENDITURE:—										
Rent		760	0	0						
Gas and Electric Lighting		126	3	6						
Coals		28	10	0						
					911	13	6			
Salaries and Extra Assistance					1392	7	2			
General Printing, Stationery, Binding, Postage Stamps, and Petty Expenses					585	3	1			
Expenses of General Meetings and Exhibitions					187	3	7			
Housekeeping Expenses					174	17	7			
Advertisements in Newspapers					60	19	6			
Examination Expenses					286	12	9			
General Repairs					104	17	8			
Fire Insurance					7	12	0			
Medals and other Prizes					119	4	0			
Grant to Library					50	0	0			
Grant to Architectural Association (Education Scheme)					100	0	0			
The JOURNAL—										
Reporting		61	19	0						
Printing, Binding, &c.		777	10	8						
Illustrations		145	1	10						
Stamps and Addressing		197	11	6						
					1182	3	0			
Printing and Posting of KALENDAR for 1894-95		149	6	4						
Less amount to be received for Advertisements		50	0	0						
					99	6	4			
Contributions to Allied Societies					196	11	6			
Miscellaneous Expenses—										
Legal Expenses		151	10	2						
Accountant's Charges		19	12	0						
Sundries		5	5	0						
					176	7	2			
Anniversary Dinner, Excess of payments over receipts					18	0	0			
					£5565	18	10			
								£5565	18	10
By ORDINARY INCOME:—										
Subscriptions—										
Fellows		2424	9	0						
Ditto, Arrears		61	19	0						
Associates		1726	4	0						
Ditto, Arrears		68	5	0						
Hon. Associates		130	4	0						
Ditto, Arrears		2	2	0						
								4413	3	0
Dividends on Stocks and Shares								156	11	9
Advertisements in the JOURNAL (net)		250	0	0						
Sale of Papers, Journal, &c.		92	17	3				542	17	3
Use of Rooms—										
District Surveyors' Association		25	0	0						
Architectural Association		7	0	0				32	0	0
Examination Fees—										
Metropolitan Building Act and Local Acts		7	7	0						
Preliminary Examination		195	6	0						
Intermediate Examination		132	6	0				334	19	0
								286	7	10
By Balance (Deficit)										

Dr.	LIABILITIES.					ASSETS.				Cr.
		£	s.	d.	£	s.	d.	£	s.	d.
To Sundry Creditors outstanding					586	16	9			
To Solicitors' Costs outstanding					21	8	6			
To Examinations: Fees anticipatory of election					573	6	0			
To Subscriptions for 1895 received in advance					71	8	0			
To Accumulated Fund (being surplus of Assets over Liabilities)—										
Balance as per last Balance Sheet		12735	17	5						
<i>Debit</i> Arrears included in this Account since received or cancelled		212	2	0						
Amount to rectify "Fees anticipatory of election" Account		72	9	0						
Depreciation written off Furniture		61	0	8						
Excess of Expenditure over Income for 1894		286	7	10						
					634	19	6			
					12100	17	11			
<i>Add</i> Arrears for 1894, as contra		206	17	0						
Entrance Fees for 1894—										
3 Fellows (£5. 5s. each)		15	15	0						
7 ltitto from Associate class (£2.2s. each)		14	14	0						
64 Associates (£3. 3s. each)		201	12	0						
					438	18	0			
SAFFERY, SON & CO., Chartered Accountants.					£13592	15	2			
								£13592	15	2
By Cash at Bankers'								218	7	7
By Investments:—										
£1000 2½ per Cent. Consols					925	9	6			
202 Shares Architectural Union Compy.					2828	0	0			
								3753	9	6
By Property:—										
Furniture, Fittings, and Fixtures, as per last Balance Sheet					2551	12	3			
Additions during 1894					9	16	6			
					2561	8	9			
<i>Less</i> Depreciation					64	0	8			
					2497	8	1			
Printed Books and Manuscripts					3700	0	0			
Oil Paintings					1800	0	0			
Lithographs, Prints, &c.					400	0	0			
Water-colour, Sepia, &c.					600	0	0			
Models, Plaster Busts, &c.					140	0	0			
Marble Busts					150	0	0			
								9287	8	1
By Debtors:—										
Messrs. Street Bros. for advertisements in Kalendar								50	9	0
By Subscriptions in Arrear—										
1893		76	13	0						
1894, contra		206	17	0				283	10	0
								£13592	15	2

Examined with the several vouchers and found to be correct. (Signed) { FREDK. TODD,
Wm. Woodward.

20th April 1895.

The Revenue Account and Balance Sheet of Trust Funds for the year ended 31st December 1894, audited by Mr. Frederick Todd and Mr. William Woodward, here follow:—

Revenue Account of Trust Funds for the Year ended 31st December 1894.

Dr.	£ s. d.	Cr.	£ s. d.
ASHPITEL PRIZE FUND:—			
To Cost of Books, Ashpitel Prize [E. R. Barrow (£10. 10s.); E. E. Fetch (£5. 5s.); J. A. R. Inglis (£5. 5s.)]	21 0 0	By Balance from last Account	29 17 0
To Balance carried forward	20 17 0	By Dividend on 20 Shares, Architectural Union Co., at 12s. per share	12 0 0
	41 17 0		41 17 0
CHARITABLE FUND:—			
To Grant to Architects' Benevolent Society	6 6 0	By Balance from last Account	1 12 7
To Balance carried forward	0 13 7	By Dividends on £200. 10s. 2½ per Cent. Consols.	5 7 0
	6 19 7		6 19 7
DONALDSON TESTIMONIAL FUND:—			
To Cost of Medals	2 15 0	By Balance from last Account	0 8 6
To Balance carried forward	0 8 6	By Dividends on £72 L. & N.W. Railway 4 per Cent. Preference Stock	2 15 0
	3 3 6		3 3 6
GODWIN BURSARY:—			
To Cash paid to Holder of Bursary, 1893, 2nd instalment [Banister F. Fletcher]	20 0 0	By Balance from last Account	22 6 7
To Cash paid to Holder of Bursary, 1894, 1st moiety [H. P. Adams]	20 0 0	By Dividends on £1020 Caledonian Railway 4 per Cent. Debenture Stock	39 17 10
To Cost of Medal	1 19 6		
To Balance carried forward	20 4 11		62 4 5
	62 4 5		
GRISSELL LEGACY FUND:—			
To Balance carried forward	51 15 5	By Balance from last Account	36 18 11
	51 15 5	By Dividends on Great Indian Peninsula Railway 5 per Cent. Stock	14 16 6
			51 15 5
LIBRARY FUND:—			
To Purchase of Books, Binding, &c.	90 1 4	By Balance from last Account	50 8 9
To Printing, Stationery, &c.	12 0 9	By Annual Donation from a Member	5 0 0
To Petty Expenses	0 19 9	By Entrance Donations of three Hon. Associates	6 6 0
To Balance carried forward	17 9 2	By Grant from Ordinary Funds	50 0 0
	120 11 0	By Amount received in Fines (Loan Collection)	5 5 0
		By Amount realised by sale of Books eliminated from Reference Library (Puttick and Simpson)	3 11 3
			120 11 0
OWEN-JONES STUDENTSHIP:—			
To Balance of Grant paid Student 1893 [A. H. Powell]	25 0 0	By Balance from last Account	25 1 11
To Balance carried forward	88 1 2	By Dividends on £1773. 6s. 8d. Midland Railway 3 per Cent. Debenture Stock	51 11 11
	113 1 2	By Dividends on £750 Gt. Western Railway 5 per Cent. Stock	36 7 4
			113 1 2
PUGIN MEMORIAL FUND:—			
To Grant paid Student 1893 [J. J. Joass]	40 0 0	By Balance from last Account	54 9 1
To extra Prize [H. C. Corlette]	5 5 0	By Dividends on £1050 L. & N.W. Railway 4 per Cent. Preference Stock	40 15 5
To Balance carried forward	49 19 6		95 4 6
	95 4 6		
TITE LEGACY FUND:—			
To Cash paid Prizeman for 1893, 2nd instalment [C. A. Nicholson]	10 0 0	By Balance from last Account	19 0 6
To Balance carried forward	38 8 0	By Dividends on £1102. 15s. 2½ per Cent. Consols	29 7 6
	48 8 0		48 8 0
TRAVELLING FUND:—			
To Balance carried forward	47 4 11	By Balance from last Account	13 13 7
	47 4 11	By Dividends on £770 Madras Railway 4½ per Cent. Stock	33 11 4
			47 4 11
ALDWINCKLE STUDENTSHIPS:—			
To Balance carried forward	150 0 0	By Cash from T. W. Aldwinckle [F.] for purposes of Studentships	150 0 0
	£150 0 0		£150 0 0

The above account and the balance-sheet which follows have been examined with the several vouchers and found to be correct.

20th April 1895.

(Signed) { FREDK. TODD,
WM. WOODWARD.

Dr.		Balance Sheet of Trust Funds, 31st December 1894.		Cr.	
		£	s. d.		
To ASHPITEL PRIZE FUND:—					
Capital—20 Shares in the Architectural Union Com-		280	0 0	By Government and other Securities for total value of	
pany, Limited, at £14 per share		20	17 0	Trust Funds invested	
Balance at credit of Revenue Account				8772 9 11	
To CHARITABLE FUND:—				By Cash in hands of Bankers	
Capital—£200. 10s. 2½ per Cent. Consols		193	14 0	483 2 2	
Balance at credit of Revenue Account		0	13 7		
To DONALDSON TESTIMONIAL FUND:—					
Capital—£72 L. & N.W. Railway 4 per Cent. Prefer-		89	0 0		
ence Stock		0	8 6		
Balance at credit of Revenue Account					
To GODWIN BURSARY:—					
Capital—£1030 Caledonian Railway 4 per Cent. De-		1344	13 6		
benture Stock		20	4 11		
Balance at credit of Revenue Account					
To GRISSELL LEGACY FUND:—					
Capital—£260 Gt. Indian Peninsula Railway 5 per		444	0 0		
Cent. Guaranteed Stock		31	15 5		
Balance at credit of Revenue Account					
To LIBRARY FUND:—					
Balance at credit of Revenue Account		17	0 2		
To OWEN-JONES STUDENTSHIP:—					
Capital—£1773. 6s. 8d. Midland Railway 3 per Cent.		1773	0 0		
Debenture Stock		1267	10 0		
£750 Great Western Railway 5 per Cent. Consolidated		88	1 2		
Stock					
Balance at credit of Revenue Account					
To FROX MEMORIAL FUND:—					
Capital—£1050 L. & N.W. Railway 4 per Cent. Pre-		1313	0 0		
ference Stock		49	19 6		
Balance at credit of Revenue Account					
To TITE LEGACY FUND:—					
Capital—£1102. 15s. 2½ per Cent. Consols		1058	13 10		
Balance at credit of Revenue Account		38	8 0		
To TRAVELLING FUND:—					
Capital—£770 Madras Railway 4 per Cent. Stock		1000	17 10		
Balance at credit of Revenue Account		47	4 11		
To ALDWICKLE STUDENTSHIPS FUND:—					
Balance at credit of Revenue Account		150	0 0		
		£9257	12 1		



9, CONDUIT STREET, LONDON, W., 9th May 1895.

CHRONICLE.

The Twelfth General Meeting [p. 419].

As stated in the last issue of the JOURNAL, the introduction of a huge white cloth stretched across a corner of the Meeting Room for the lime-light exhibition on the 22nd ult., when Papers on "The Use and Abuse of Marble for Decorative Purposes" were read, had a perceptible effect upon the voices of the speakers; and even the reporters who were seated close to the two gentlemen who moved and seconded the vote of thanks had difficulty in taking down their words. Mr. Alma Tadema [p. 416] was reported as having said "Italy" instead of Pompeii, and "Etrurian" instead of Lucullan; and he objects to the well-known *Palais de Scaurus* of Mazois being described as "ideal," a qualification which he did not use.

Mr. Alma Tadema, in a letter to the Secretary of the Institute, states that it was during his studies at Pompeii he discovered the walls of some of the oldest houses to be decorated with painted slabs in imitation of marble. In many of the houses he found that the sockets for pivots of doors were let in blocks of beautiful onyx and other precious marbles, proving that the use of precious marbles was much earlier than had been generally accepted. It was a mistake, too, to represent him as speaking of the "ideal" Palace of Scaurus described by Mazois, for the actual details of the building have been given by old Roman writers, and Mazois refers to the atrium with its columns of *Lucullan* marble eleven metres in height. Again, his objection to breaking up a moulding was not clearly stated. He was always afraid, he said, of breaking up a moulding. It was quite permissible to break up a flat surface with the veins of the marble as much as desired, but it was a pity to break up a beautiful and refined moulding.

The Church of St. Clement Danes, Strand.

Mr. James Cubitt [F.] sends the following contribution to the defence of an historical monument of admitted value to London architecture in general and to British architects in particular:

Ever since the Royal Courts of Justice were built, there has been, at intervals, a demand for the removal of the Church of St. Clement Danes. Some people desire it that the roadway may be straightened; as if we had not enough straight

streets in London already. Others, whose motto is "Down with everything that is up," join in it on the broad principle that the destruction of anything old is sure to be an advance. But the reasons that are usually assigned are that it interferes with the view of the Law Courts, and that it is very ugly.

The Law Courts were, I believe, avowedly designed to be seen bit by bit; in other words, they were skilfully adapted to their position. They can be sufficiently viewed as a whole from the south-east, and there is nothing to be gained by making a desert in front of them and calling it an "improvement." From the south-west, as well as from the river and elsewhere, St. Clement's tower groups in with them very picturesquely; and it harmonises with them better now than formerly, because its stone and theirs are growing alike in tone.

If we are to pull down buildings in the Strand because they are ugly, there is obviously a considerable clearance in prospect. And it is not with St. Clement's that we ought in fairness to begin; though its nave and chancel do show something of that repellent side of eighteenth-century architecture which often comes out so forcibly in Hogarth's pictures. The tower, however, has merits of its own. The square part of it, indeed, which is said to be a mediæval work, cased over and Italianised, is far from beautiful. It is too high for its width, and its stages are badly proportioned. But in the Renaissance towers of Wren and his followers the square part hardly counts. It is a mere stalk run up to lift the flower of the design—that is, the super-tower with its lantern stages—well above the surrounding houses. This super-tower, in the present case, is by no means deficient in interest.

The critical point in most lantern towers is, of course, the transition from the square base to the polygonal or circular superstructure. The difficulty is to make this transition look well, not only in a direct view, but in an angular one. Even in such a masterpiece as the steeple of St. Mary-le-Bow, this difficulty is not fully conquered. There are few points, fortunately, from which it can be seen cornerwise; but when it is—as, for instance, from London Bridge—it is hardly for the moment to be recognised. In old Gothic examples, especially in France and Spain, the diagonal profile was filled out by great turrets or compound pinnacles, occupying the four spandrels between the lantern and the sub-tower. But in Renaissance versions of the type, these turrets or pinnacles are commonly replaced by mere scrolls or vases, too small and unimportant to round off the outline effectually. The peculiarity of St. Clement Danes is, that the junction is managed in a different way; in a way which might beforehand have seemed unpromising, but which really unites its sub-tower and super-tower in a more satisfactory manner

than usual. Its principle is, that the lowest of the three lantern stages, instead of being a regular octagon, is only a square with the corners cut off.

In itself, this form is hardly a beautiful one. There is a conspicuous instance of it, which does not invite imitation, in the upper part of the great belfry at Ghent. But there the splayed-off square plan is continued upwards through stage after stage, till it finishes at top in a spirelet of the same type. At St. Clement's, on the contrary, it passes, in the second lantern, into a normal octagon, which, again, is surmounted by a smaller one and by a cupola of regular shape. The transitions are managed with considerable cleverness. The lanterns seem to grow naturally out of each other, and out of the rectangular tower beneath; and the profile of the whole steeple, as seen diagonally, is nearly as good as it is in front.

Here is an experiment from which, perhaps, there may still be something to learn. The church which has preserved it for us is worth keeping for its own sake; and not the less worth keeping because it is one of the few relics of that "world before the Flood," of which Dr. Johnson and his contemporaries were the last inhabitants.

The late Gordon Macdonald Hills [A].

Gordon M. Hills, the eldest surviving son of the late Captain John Hills, R.N., was born 5th July 1826. The greater part of his boyhood was passed at Lancing, in Sussex, where his father was stationed. He was preparing for a commission in the Marine Artillery, but the expected presentation failing, he was placed with a firm of architects at Southampton. Thence, after three years, he passed to the office of Mr. Butler, of Chichester, who held the post of Cathedral Architect; and, there, commenced a connection with the cathedral which lasted till his death. In 1850 Mr. Hills entered the office of the late R. C. Carpenter as managing assistant, and, about four years later, began practice on his own account. When the fall of Chichester Cathedral spire was imminent, Mr. Hills acted for Mr. Slater (Carpenter's partner), who was then Cathedral Architect, and superintended the efforts which were made up to the last moment to avert the catastrophe by the use of shoring; but they proved of no avail. He was the last person within the building before the fall, and was a witness of the actual collapse. The account of the fall of Chichester spire which appeared in *The Builder* was written by him; and, after Slater's death, the Cathedral authorities appointed him Surveyor to the Cathedral. He was elected an Associate of the Institute in 1858, but never became a Fellow.

In 1871 Mr. Hills was successful in his candidature for appointment as Diocesan Surveyor in the dioceses of London and Rochester. When, afterwards, a portion of Rochester diocese formed part of the new diocese of St. Albans, he continued

his appointments under the altered circumstances in the three dioceses; and conducted a considerable practice, chiefly churches, parsonages, and schools. Amongst these the principal works are the Cambridge Conduit; St. Saviour's Church, Everton; and All Saints', Princes Park, Liverpool; Holy Trinity, Sliema, Malta; Pinnore Church, Ayrshire; additions and restoration at the cloisters at Chichester; and some thirty Sussex churches, including Amberley, Clymington, Colgate, East Dean, Lyminster, Pulborough, Washington, and Wiston; and at various churches throughout England, those best known being Buckland, Herts; Croston, Lancashire; Folkton and Hunmanby, Yorkshire; Headcorn, Leeds; and Broomfield, in Kent; Packwood, Warwickshire; Rushden, Northamptonshire; making in all over seventy churches built and restored, besides vicarages, schools, &c.

Mr. Hills measured the remains of all the ancient Round Towers of Ireland; and in 1858 read a Paper on the subject before the Institute.* He was a member of the British Archaeological Society, and first attended a congress on the occasion of that held at Salisbury in 1858, afterwards acting as its Treasurer, and taking a leading part in the management of the Society for many years. Mr. Hills made many contributions to antiquarian literature in the form of Papers, amongst which are essays on Acoustic Vases;† the Measurements of Ptolemy; the Cathedrals of Chichester, Durham, and Hereford; Irish and Saxon Architecture; Ford, Buildwas, and Fountains Abbeys, and other monastic remains.

During the last few years his health had been failing, and he died on the 5th ult. He was succeeded by his eldest son, Mr. Gordon P. G. Hills [A.], who for several years had been his father's partner and assistant.

The late Alfred Hayles Clark [A.].

Mr. A. H. Clark, whose death was announced at the General Meeting of Monday, the 22nd ult., was articled in 1882 at Ryde. Coming to London on the completion of his articles, he became a member of the Architectural Association, and in 1892 won the Association Medal and Prize for his Design for a Town House. In 1891 he passed the Qualifying Examination, and was elected Associate in the following year. For a time he was engaged in the office of Messrs. Wimperis & Arber, whose service he left in 1893 to take the post of Assistant Engineer to the City of Norwich, an appointment he held till his death.

The Architectural Association Sketch-Book.

Mr. Leonard Stokes [F.] desires it to be known that, as Hon. Secretary of the *Sketch-Book* of the

Architectural Association, he has in stock some twenty copies of Vols. 7, 8, 10, and 12 of the "New Series"; and that having completed the Series it is necessary to close the accounts, and send a final cheque to its printers. The price of each volume, unbound, is one guinea. Mr. Stokes will be glad to send copies on approval if desired, but the whole work may be seen in the Institute Library by any one who applies for the purpose.

REVIEWS. XXV.

(73.)

CHRIST IN ARCHITECTURE.

The Life of Christ, as represented in Art. By Frederic W. Farrar, D.D., F.R.S., late Fellow of Trinity College, Cambridge; Archdeacon and Canon of Westminster; Chaplain in Ordinary to the Queen and to the House of Commons. 8o. Lond. 1894. Price 21s. [Messrs. Adam & Charles Black, 4, Soho Square, London.]

The architect, like the musician, exercises an intellectual art, capable of awakening the emotions and of operating definitely, though perhaps unconsciously, upon the mind. Physical environment supplies the material upon which such impressions and effects as gloom or brightness, grandeur or richness, are based, and through proportion, form, and colour influence the mind in combinations as infinite as the possibilities of geometric form, and upon a similarly geometric infinity of sound harmonies music appeals through the sense of hearing. Architecture, considered as an independent art, possesses means of expression which are wholly derived from an æsthetic use of the science of building; and though a work of architecture perforce reflects the habit of mind and purpose of its author, it is, apart from the aid of other arts, as wholly inarticulate as Nature herself—without further revelation upon the subject of the actual personality and life history of its creating architect. For, though the abstract emotions that a work of pure architecture originates in the mind may be numerous, the concrete facts that it can relate are necessarily of a very limited description; and though the testimony of the building to the character and circumstances of its architect is, so far as it goes, actual and perceptible, it is limited, and at the best indirect.

Architecture is an art that has not sufficient power of expression for epic purposes; it cannot, without the aid of an interpreter, open up the facts or laws of its being to the uninitiated, and can therefore much less become the means of narrating the most natural epic, or of conveying the simplest didactic teaching. The greatest epic of the world can obtain no testimony or articulate witness from an art which appeals to the mind by abstractions, and has for morals only taste, and for ethics naught but æsthetics.

"Christian architecture," as part of "Christian

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* "A Review of the Architecture and History of the Round Towers of Ireland," *TRANSACTIONS*, 1857-58, p. 66.

† "Earthenware Pots (built into Churches), called 'Acoustic Vases,'" *TRANSACTIONS*, 1881-82, p. 65.

"art," has now for so long been an accepted phrase, and we have, too, only so recently learnt to regard every building as an historical document, that to exclude architecture from consideration in a treatise upon *The Life of Christ, as represented in Art*, appears an heterodox originality. It is true that the whole genesis and development of mediæval architecture synchronized with, and originated in, Christian worship and ritual, and may be claimed as a witness to the current history of the Church; yet this is scarcely the evidence of æsthetic architecture, but rather of utilitarian purpose, and not essentially of an artistic element.

It is well that architects should recognise that they serve an autonomous art, possessing its own forms of expression and idiom, and having consequent limitations. They will thus value its severest and grandest triumphs as those of pure architectural expression alone. The Great Pyramid, the denuded Parthenon, and, in whole effect, the exterior of St. Paul's, London, and the interiors of the Pantheon and of St. Peter's at Rome, are severally effective as works of constructive æsthetics alone; and each can further be considered apart from the charm of colour which legitimately appertains to architectural effect.

The art of architecture, however, displays its fullest powers and wider gracefulness in embodying the higher arts, that is, those capable of epic and didactic purpose, as sculpture, painting, and poetry, and by employing them in subservience to architectural ends, for the decoration, enrichment, and inscription of the building; articulate expression being derived from them by which doctrine and fact can be conveyed, and the music and the poem united in melodious song. This service of the higher to the lower arts obtains sanction from the fact that the finest works of sculpture and painting have been produced in the service of architecture, as the Parthenon frieze and tympanum, and the tombs of the Medici at Florence, or the frescoes of Giotto at Santa Croce, and the Stanzi of Raphael, bear witness. In fact, it has been while affording the service of decoration to the mother art of architecture that sculptors and painters have produced their loftiest and most enduring conceptions. The present century, having been witness to a general but spasmodic artistic revival, might close with architectural opera of harmony and power if architects were capable of marshalling the orchestra and conducting a concert of those exponents of plastic and graphic art who are displaying now such an increasing regard for architectonic purpose and decorative quality.

As architecture provides the occasion for the display of the more graphic arts, and marshals and inspires their efforts, just as we may suppose a cathedral pulpit and audience would act upon a sympathetically eloquent preacher, the life of Christ, as represented in the art of architecture in

its wider and maternal relation to the other arts, becomes a subject of much interest and of definite ecclesiological value. It will be readily granted that ecclesiastical architecture and symbolism are closely united, and this, of course, implies the admission of didactic purpose and significance. It will therefore be found that scenes from the life of Christ and ideal representations of doctrines are connected with architectural motives and treatment, for the purpose of conveying, from the inarticulate features of the building, a definite didactic teaching into a work of more graphic art. The statues known as "Le Bon Dieu de Reims" and "Le Bon Dieu d'Amiens," which form integral parts of the doorways to which they are affixed, are striking illustrations of this connection, as they convey powerfully to the mind of every worshipper who enters either church that Christ taught that He was the door. Any criticism or description of these works of sculpture, as representations of Christ, would be incomplete that omitted to record the doctrine which is thus designedly and architecturally illustrated. The sister art of painting affords a striking example of this architectural-theological teaching in the Last Supper by Lionardo da Vinci, which, it will be remembered, is painted upon the wall of the refectory of Santa Maria della Grazie at Milan, artist and divine thus conveying obviously a meaning in the connection between a refectory and the Last Supper.

The life of Christ in art was nearly always represented under the influence of and in connection with architecture, which dictated a meaning or emphasis to the subject illustrated of poetic or symbolic import. The examples which have been cited are not isolated ones, but may be taken as proofs of a rule which existed until picture paintings became popular, and when art disintegrated and architecture died. Architecture certainly not only assisted the more expressive arts, but herself bore an important share in didactic teaching at a time when the absence of sufficient national education rendered literature unavailable for the masses. The pursuit of this subject offers a field of study wide and deep in interest to the Christian archæologist.

The whole subject is far too extensive for any but a very partial treatment within the compass of such a book as could be written, illustrated, or read in our days. The number of arts, as well as of examples, is so great as almost to baffle contemplation. Illustrations could range from Mr. Briton Riviere's "Herd of Swine" to the nervous symbolism of the catacomb monograms, and the cataloguing and classification of an adequate number of examples would be a heavy undertaking. It is even doubtful whether a satisfactory list could be compiled of known illustrations of the life of Christ in pre-Raphaelite times alone. On the other hand, it should not be impossible or difficult to classify the arts, or rather crafts,

employed in the same era, in spite of their great number. This would include gem engraving and charm cutting, early Christian and mediæval ivories, vestment embroidery and tapestry, missal illuminations and paintings on coffers and aumbries, chasing and embossing in precious metals and bronzes, the ceramics of tile, majolica, and glass painting, frescoes and mosaics from Byzantium to England, sacred paintings and furniture decorated with them, and the vast numbers and variety of sculptured and plastic representations, from the colossal subjects of the masonry of Reims to the exquisite modellings of Donatello, and the few masterpieces of Albert Dürer as a worker in relief. A review of even these few crafts is suggestive, and calls to mind the wealth of almost every province of mediæval Europe in some phase of Christian art. The vastness of the subject is such that should all representations of the life of Christ in art be obliterated, Europe would seem barren and desolate of artistic vitality, as almost all the tokens of the existence and survival of the higher arts would have vanished.

The field to be surveyed being so extensive, it is no reproach to say that, until some genius arises having an encyclopædic view of all the arts, and who unites the philosophic spirit which enabled Baron de Bunsen to attempt his survey of Christianity with the perception of artistic purpose which characterises Mr. Ruskin, the task is too great to be satisfactorily attempted. But Time's drastic hand may reduce existing works of art, and protracted experience may increase the industry and patience of generations to come, and in the future combine to render the labour more practicable.

The direct service of art to the representation of the life of Christ has been rendered a work of supererogation and not necessary since the advent of the printing press and the Bible in the vulgar tongue. The commenting, therefore, upon such works of art has become the work of dilettanti; and until the spirit of the age changes, it is unlikely that the requisite patient classification of such masses of items will be undertaken without any apparently adequate necessity or reward.

Dr. Farrar's courage must therefore be recognised as he attempts, in a volume of moderate size, a conspectus of Christian art—to illustrate, in his own words, the thoughts about religion “of which art has eternized the ever-varying phases,” and in his desire “to indicate the influences upon Christian art of the faithful or unfaithful, the pure or the superstitious, the deeply devout or the wholly undevout feelings of the epochs, and the artists by whom it was produced.” But he modifies his title at the outset, and explains that, although art properly includes sculpture, architecture, and music, it is chiefly, though not exclusively, of painting that he speaks. This

qualification indicates that the standpoint of a popular estimate of art is adopted; and in his book, therefore, the carved and sculptured symbols of the catacombs and a few examples from Michelangelo and Della Robbia represent sculpture, and there is less still of a more architectural description. The remainder of the work is devoted to paintings, considered mainly in the modern picture gallery character as “works of art,” Byzantine and pre-Renaissance examples being broadly treated, and a fuller consideration given to the works of the Italian masters of the fifteenth and sixteenth centuries. To this are added lengthened references to a few works of the English pre-Raphaelite brotherhood and of Sir E. Burne-Jones.

The combined and universal voice of art—the “one art” of Michelangelo—remains unconsidered by Dr. Farrar, and not only the broader view of art as a whole, but very important examples and spheres of illustration are unnoticed. It should not be possible for an observant traveller or pilgrim of art to overlook the wonderful artistic and epic value of painted glass during those centuries especially, when both sculpture and painting were undeveloped. The windows of Chartres and Canterbury, and, at a later period, those of King's College Chapel, Cambridge, might well be cited as examples rich alike in art and representation, and worthy to rank in these respects with the mosaics of the vaults and domes of Ravenna and of St. Mark's, Venice; but paintings on glass are not referred to in this book.

By some strange neglect, Dr. Farrar omits to consider or mention the pre-eminently graphic representations, by German artists of the fifteenth century, of the Crucifixion, in the many wonderful triptychs with which Bavaria may be said to abound, and which remain in a very perfect condition. In these works the finest relief of the contemporaries of Peter Vischer and Adam Krafft is decorated in full colour by those of Wohlgenuth and Martin Schongauer, and set in an architectural composition with designed effects of lighting from the front and sides and above, bringing this class of works of art to the verge, or rather summit, of decorative actuality. It seems, indeed, to be the nearest approach, without decadence, to a sincere artistic realism; a realism that lingers still, in the unsophisticated dramatic representations of *The Passion Play* by the peasants of the Ober-ammergau.

An author with as genuine a love of works of art as that which Dr. Farrar displays, and with his remarkable powers of passionate description, is sure to produce a book of more than passing interest or of mere criticism; but it may surely become a fair ground for an expression of disappointment if he betrays no further acquaintance with the history and origin of the representations in art that he singles out for eloquent

description than that which is common to the public, who study all art under the limitations of picture galleries and gilt frames.

Dr. Farrar's literary authority upon the life of Christ is indisputable; but the re-translation of that life, from the representations in art back into literature, requires as complete an acquaintanceship with the spirit and practice of all Christian art, Early, Mediæval, and Renaissance, as with divinity; and it is not, perhaps, to be wondered at, if enthusiasm for art has led Dr. Farrar into undertaking a work, which must appear to lack that power to generalise which is only afforded by the widest observation of art, and that inner knowledge of its inspiration which is the equipment of the art worker in every age.

The works of Holbein and Dürer, for instance, cannot be understood if considered merely as examples of a school of mediæval German painting. There was a school of art breathing its life and vigour through all the crafts, and wood and stone carving and decoration and painting shared the breath of this life in common, and it is as manifest upon the commissioned canvases of Holbein and the wood blocks of the greater or lesser Passion, as in the streets of Nuremberg—the art life being common to all phases of mediæval activity. This is equally true of Italian art, which spent its youth and early prime in architectural fresco, and inspired, through the sculpture and bronzes of Pisano and Ghiberti, the same life which animated the union of colour and form in the Della Robbia ware.

The absence of this necessary recognition of the true breadth of art life has, in Dr. Farrar's book, resulted in a presentation of the connection between art and religion, which unmistakably implies that imperfect art has been essentially related to perfect religious feeling in the past; that with the perfecting of artistic science is involved, almost as of necessity, the obliteration of devotional and sacred character, so that the advent of true perspective, chiaroscuro, and anatomical drawing, synchronizes with religious decay. Thus the crude archaism of Margaritone of Arezzo is religious, while the developed artistic and technical power of Michelangelo is profane, the possession of such gifts as his assuredly placing him beyond the pale of spiritual painters.

This absurdly false, though generally received, estimate of the connection between religion and art underlies the affectations of much of the work which the Gothic revival has produced in our day; and Dr. Farrar writes as if he believed, in common with his generation, that religious art was dormant for centuries, and awakened only in the works of the pre-Raphaelite brethren and their successors.

Indeed, it is as if Sir Edward Burne-Jones and Mr. Holman Hunt studied in the school of Mantegna, either ignorant or oblivious of the greater works of the Florentine and Venetian

masters. The mental abstraction in which the modern painters of this school have lived, and the works that they have produced, are indeed significant testimonies to fixity of purpose and intellectual power; but in deliberately creating an artificial atmosphere and style, they have succeeded only in making the mission of their art indistinct to the present age as a didactic agent, and they have as completely destroyed its value to the ages to come as a witness to the natural life and thought of our own times.

The motive that led to this affectation will be mysterious and difficult of perception to the philosophical critic of the next age; and it will be vain to hope that the conclusion he will deduce from our modern sacred art will not be that the religious life of the nineteenth century, as represented in art, was a mediæval affectation.

BERESFORD PITE.

(73.)

ARCHITECTURAL REMAINS, CEYLON.

Architectural Remains, Anurâdhapura, Ceylon; comprising the Dâgabas and certain other ancient ruined Structures. Measured, drawn, and described by James G. Smither, F.R.I.B.A., late Architect to the Government of Ceylon. Sixty-seven plates. Published by order of the Ceylon Government. Imperial folio.

This volume has been presented to the Institute by the author. It is a large and splendid work, and is almost wholly devoted to the series of important dâgabas, the remains of which still exist at Anurâdhapura, the ancient capital of Ceylon. Mr. Smither appears to have been influenced by the desire expressed by Fergusson that these monuments should be carefully explored, plans made with exact measurements, the details drawn, and the whole accompanied with written descriptions. This is what the author has realised—at least he has done his best, as far as the exploration of the remains has permitted him to carry out his purpose. The sixty-seven plates, all drawn to a large scale, which the size of the book permits, form more than the half of the volume. In each case there is a photographic reproduction, showing the present outward appearance of each dâgaba; then follow a plan and elevation or section of as much of the ruin as still exists or has been brought to light by excavation. To this are added drawings of details, sculptures, &c. Further explorations into these mountains of masonry may yet reveal new features, but one may assume that Mr. Smither has here given all the essential data concerning them.

From this series of celebrated dâgabas possessing an important relationship to the same class of monuments in India, Burmah, and other localities I have made a summary, which may be useful for reference, of some of the details of each, giving dates, by whom erected, with the principal dimensions, &c.

The Thupáráma Dágaba. Date B.C. 307-267. Erected by King Devenipiatissa to enshrine Buddha's right collar-bone. The diameter of dome is 31 ft. Height of dome, including pasada and base, 35 ft. The whole height, including the tee and pinnacle, is about 64 ft. It appears to have only one pasada* and four concentric circles of tall pillars round it.

The Lankaráma Dágaba. Date uncertain. Said to have been erected by King Maha Sen, about A.D. 231. Another authority places it between A.D. 276 and 302. The relics are said to have been three small pieces of bone that belonged to Buddha. Diameter about 38 ft. Height, including circular base, 28 ft. The upper part of tee and pinnacle are gone. Three concentric circles of pillars surround the dágaba.

The Mirisweti Dágaba. Date B.C. 161; finished B.C. 158. Erected by King Duttugaimunu. Said to enshrine the king's sceptre, but it is understood that there was a corporeal relic of Buddha in the sceptre. It is also said to have been erected in fulfilment of a vow of expiation, owing to the king having on one occasion omitted to share with the priesthood a condiment flavoured with chillies called "Meris-wetiya," or chili-sambal. Diameter 135 ft. 6 in. Dome so ruinous that the height is unknown, but may be estimated as about 94 ft. This dágaba had three pasadas, or procession paths.

The Ruwanweli Dágaba, also called "Hémawáli." Date B.C. 137. Erected by King Duttugaimunu, who died, B.C. 137, before it was finished. His brother, King Saidatissa, completed the work, which took twenty years altogether. It contained a dona† of corporeal relics of Buddha. Diameter 252 ft. 8 in. Base of three pasadas 15 feet. From upper pasada to top of dome 167 ft. The original height of the whole dágaba, according to the *Mahawanso*, was 278 ft. 7 in. Three pasadas.

The Abhayágiri Dágaba, also called "Abhayuttaro." Date B.C. 88-75. Erected by King Walagambáhu I. It is not known what relics were enshrined in it. It is understood to have been erected by King Walagambáhu I. to commemorate the reconquest of his kingdom from a usurper. Diameter 325 ft. Three pasadas are 17 ft. in height. Top of dome 150 ft. Present total height 253 ft. Supposed originally to have been about same height as the Ruwanweli.

The Jétawanaráma Dágaba. Date A.D. 275-302. Erected by King Maha Sen, finished by his son and successor, Kitsiri Maiwan, whose reign extended from A.D. 302 to 330. Probably begun A.D. 295 and finished 310. Enshrined Buddha's girdle as a relic. Diameter 310 ft. Height of three pasadas 16 ft. Height of dome from platform to junction with tee 154 ft. 6 in. Present total height 187 ft. 6 in.

The Kujjatissaráma Dágaba, also called the Selachaittya or "Stone Temple." Date B.C. 137-119. Relics, two teeth, one belonging to each of two rahat priests named Kujjatissa and Kyagatissa, two "very sacred personages, and said to have been Buddha's personal attendants." Supposed to have been erected by King Saidatissa, brother and successor of King Duttugaimunu. Diameter 35 ft. at base. Too dilapidated for other dimensions to be made out.

The Thupáráma Dágaba, as the first, is older than any other monument that we as yet know of the same kind in India; but it has been repaired so often, and probably all rebuilt, that perhaps not an atom of it which is visible externally belongs to the original construction. It is at present the most perfect of all the dágabas at Anurádhapura,

owing to its having been completely restored as late as 1842. Most of the dágabas have long existed as mere mounds covered with trees and brushwood. Owing to this the exact height of them cannot be determined.

Three of the dágabas—the Ruwanweli, the Abhayágiri, and the Jétawanaráma—are of immense size, and they are credited with being the largest monuments of the kind that we are as yet acquainted with. The first of these had a drum of about 40 ft. below the spring of the dome, and it may, when complete, have perhaps been the highest; but the two others have a larger diameter, and the Abhayágiri is the largest. None of the stúpas in India, so far as we know, could compare with these for size. The great one at Peshawur that was seen by Hiuen Tsiang was 400 ft. high; but as a great part of that height must have been made up by the twenty-five gilt umbrellas, and which we now know formed a tall spire above the stúpa, on this account the size of the dome would be less than those of the Ceylon examples. The remains of similar monuments at Mengún in Burnah, and Boro Boddor in Java, cover more ground; but they are comparatively insignificant so far as height is concerned, the last of these being little more than 100 ft. in height.

A very marked feature of two of these dágabas, the Thupáráma and Lankaráma, is the existence of concentric circles of pillars round them. No other dágabas are known to have this peculiar arrangement. At the Thupáráma there are four circles, and the Lankaráma has three. These pillars are tall and slender, and very finely wrought: those forming the inner circle of the Thupáráma are 22 feet 10 inches in height, the second 21 feet 3 inches, the third 19 feet 9 inches, and the outer 14 feet. The shafts of the three inner circles are in width 12 inches by 12 inches throughout their whole length; the lower part of the shaft is square to the height of 7 feet 8 inches in the inner circle, 7 feet 2 inches in the second, and 6 feet 8 inches in the third; above that they are octagonal; in the outer circle the whole length is octagonal. The number of pillars has been variously stated, but we may assume that Mr. Smither has at last given the correct figures. According to him there are 52 in the first circle, 36 in the second, 40 in the third, and the outer has 48—in all 176. In the first and second circles there are tenons on the top of the capitals.

The purpose for which these pillars were intended still remains unexplained. Fergusson naturally supposed that they were developed from the posts of the well-known Buddhist railing that surrounded every stúpa, and formed the pradakshina, or procession path. To this he added the suggestion that in the Ceylon instances the posts had been elongated, and wooden beams placed on their capitals, from which frames or curtains had

* "Pasada" is the Singhalese term for procession path, by which the dágaba was circumambulated. *Pradakshina* is the Sanscrit equivalent of this.

† "Dona," a particular kind of measure of quantity.

been suspended with paintings upon them. Sculptures exist, but that form of art does not appear to have been plentiful in Ceylon architecture, and he thought that their place was supplied by pictures.

There is a doubtful passage in the *Mahawānso*, from which it was assumed that King Wasabha, who reigned in Anurādhapura from A.D. 66 to 110, had put a roof over the Thupārāma dāgabas. This would have explained the pillars; but Mr. Smither has found a later translation, from which he says that the roof was put over a building at the dāgaba, and not over the monument itself. A roof over the procession path or the space round the dāgaba to protect those performing the ceremonies from the sun would not be an improbable explanation, but Mr. Smither rejects any suggestion of the pillars supporting a roof. He considers that they had not strength enough, and never could have been intended for such a purpose. It must be remembered that this is a practical architect's opinion, so it goes a long way to dispose of this attempt at a solution. The suspension of lamps to illuminate the shrine during festivals at night is another theory. Flowers were largely used by the Buddhists at their worship, and the hanging up of garlands might be mentioned as one of the possibilities. The explanation that Mr. Smither leans most to is that the pillars were intended for supporting Buddhist emblems on their tops, such as the trisula, wheel, lions, &c. The stone Buddhist lāts of India, which were tall slender columns, very similar to those at Anurādhapura, were surmounted by such symbols, and they undoubtedly give a strong support to this notion.*

The Lankārāma pillars have no tenons on their summits, so it may be concluded that, whatever purpose was intended, these details were not essential. There were three circles of pillars similar to those at the Thupārāma round this dāgaba—20 in the inner circle, 28 in the next, and 40 in the outer, making altogether 88. As to why there was nothing of the kind at the other dāgabas, we have as yet no clue. It is certainly curious that such an exceptional feature should have been given to only two of these structures, and it would be a very desirable point to know what may have been the particular reason for it.

The Thupārāma and Lankārāma appear to have

* The following from Hiuen Tsiang is suggestive of something very similar to Mr. Smither's proposed use of the pillars. In describing Ceylon the pilgrim says:—"By the side of the king's palace is the *vihāra* of Buddha's tooth, several hundred feet high, brilliant with jewels and ornamented with rare gems. Above the *vihāra* is placed an upright pole, on which is fixed a great Padma 'rāja (ruby) jewel.'"—Beal's Translation, vol. ii. p. 248. This was at the Thupārāma dāgaba, where the remains of the old temple of the tooth may yet be seen: they are represented in Mr. Smither's plan, and described in the text. It need scarcely be pointed out that the slender pillars now standing are evidently derived from wooden poles.

had only one pasada, or procession path, but most of the others had three. In a late notice of Mr. Rea's explorations in the Krishna district I mooted the question as to what part the priests took in the services at stūpas, and what particular part of the shrine was allotted to them. As there are still Buddhist priests in Ceylon, I had hopes that Mr. Smither might have seen or learned something to throw light on this, but no hint about it appears in his book. It is difficult to suppose that the priests had no function to perform at such important shrines—or temples, which in reality they were—and if they took part in the celebrations, the place they occupied would be a very important detail connected with the construction of the monuments.

In the three larger dāgabas an "Elephant Path" is indicated. This is not circular, like the ordinary procession paths, but is a wide space surrounding the square platform on which the dāgaba stands. This is a feature unknown to the stūpas of India, and it may be supposed to have been used on grand festivals, when elephants would take part; and, covered with rich decorations, probably bearing sacred relics, would march round the enclosure,—similar to the Perahara processions, of which I witnessed one at Kandy that was celebrated in honour of H.R.H. the Prince of Wales in December 1875.*

At the four cardinal points of the larger dāgabas there stands an ornamental structure that Mr. Smither has styled a "Frontispiece"—it might, perhaps, be called a screen, as it appears to cover the place where steps lead up to the pasadas. This is new to us as a part of a stūpa, and has no counterpart in the Indian examples, unless its purpose, if it had one, was served at the Sanchi stūpa by a right-angled bend in the four entrances, so arranged that the worshipper had to enter and turn a few steps to the left before he stood with his face to the stūpa. This peculiar, and apparently unnecessary, bend has not as yet been accounted for, and Mr. Smither does not explain exactly what the frontispiece was intended for in the Ceylon examples. The frontispiece at the Mirisweti dāgaba, one of which was found complete, is 25 feet long by 27 feet in height. In the larger dāgabas the frontispiece is of greater size, but they are generally in a ruined condition. They are highly decorated with mouldings, ornaments, as well as figures.† The figures are described as being alternate groups in succession of an elephant, horse, bull, and lion, a human figure being introduced at times: these form a horizontal

* An illustration of this festival may be seen in the *Illustrated London News* of January 8, 1876. The front part of Tooth Temple appears on the right hand of the picture.

† In *Indian and Eastern Architecture*, p. 190, Fergusson gives a very good illustration of a part of one of the Ruwanweli frontispieces.

course or frieze along the wall. The animals recall what Fergusson points out about the temple at Hullabid, where there are belts of figures, and the lowest is formed of elephants, the next of lions, above that horses, and above that again some peculiar kind of birds can be distinguished. The interest attached to this arrangement results from Fergusson pointing out that it was in some way a recognised series of animal figures, and he calls attention to Fa Hian's description of a sanghārāma or monastery in the Dekhan, which was "constructed out of a great mountain of rock";* the lowest storey "is made with elephant figures"; the second "with lion shapes"; the third "with horse shapes"; the fourth "with ox shapes"; and the fifth "with dove shapes."† These were, no doubt, the decorative features of each stage; now on Plates XVIII. and XXI. of Mr. Smither's work we see the elephant, lion, horse, and bull; and on the sides and inner face of the structure is a moulding—it is on the upper part, and higher than the other animals—which is decorated with birds. The author calls it the "hanza," or goose, although the kind of bird is doubtful from the position in which it is represented; yet I think Mr. Smither is right in his conclusion, because in the moonstone represented in Plate LVII. there are the same four animals in one belt and a row of unmistakable "hanzas" in another. Fa Hian is not supposed to have seen the monastery he describes, so he may not be quite accurate about the kinds of birds that were intended; but even if he chanced to be correct, it would only be a small detail of difference between the creatures represented in the two localities. Their constant repetition upon the monuments of Anurādhapura is in itself strong evidence that a recognised type of decoration had been followed.

The almost complete absence of historical books in India is now well known; and, owing to that deficiency, the dates of monuments and the names of their builders have generally to be guessed at from the style of art upon them, unless some inscription—often much obliterated through time—may chance to convey the much desired knowledge. In Ceylon, luckily, there are historical works, and the *Mahāvamsa* contains a considerable amount of information about the monuments at Anurādhapura and the kings that erected them. In the case of the Ruwanweli dagāba the *Mahāvamsa* supplies a large amount of detail, particularly about its commencement and the laying of its foundation or "festival" brick. Mr. Smither has made an extensive use of this book, and some parts of the ceremony at the Ruwanweli may be worth repeating here.

When the priests had all gathered and encircled

the site of the dagāba, King Duttugaimunu entered the holy space, and,

bowing down to the priests with profound veneration, presented to them offerings of fragrant garlands; then, walking thrice round the site, he stationed himself in the centre. . . . Assigning to a "specially selected" minister a highly polished pair of compasses made of silver and pointed with gold, the monarch himself, "by moving round the leg of "the compass," described "the circle of the base of the "great chētiyo" (p. 24).

Mr. Smither naturally suggests that the compass was doubtless a trammel. Continuing (p. 24):

The circle described, the king next placed in the centre eight golden and eight silver vases, and encircled them with eight silver and eight golden bricks.* He also deposited one hundred and eight new earthen vases, and around each of the eight bricks one hundred and eight pieces of cloth. Then, by means of the specially selected minister, causing one of the bricks to be taken up, the king deposited it on the eastern side, with the prescribed formalities, in a fragrant cement formed of the jessamine-flowers which had been presented in offerings (it may here be observed that the present principal entrance to the dagāba is towards the east). The other seven bricks, also, he caused to be laid severally by seven other Ministers of State. Then the monarch, bowing down, and again making offerings to the Mahāthēros, repaired to the north-east point, and, reverently approaching the great Mahāthēro Piyadissa, stationed himself by his side, who thereupon raised the "jaya mangala" chant, or "hymn of joy," which was uttered by Sākya at the moment of his attaining Buddhahood.

Thereafter, by the beating of drums, he assembled the bricklayers, who were five hundred in number. Enquiring of an "intelligent and expert bricklayer," "In what form dost thou propose to construct the chētiyo?" the bricklayer, taking some water in the palm of his hand, dashed it into a golden dish full of water, upon which "a great "globule in the form of a coral bead" rose to the surface. Pointing to it he said, "I will construct it in this form."†

This peculiar method of producing an architectural design will most probably be new to our architects of the present day.

The relic chamber of the Ruwanweli was placed low down in the foundation, and it was a large one, because there was a considerable quantity of relics to be enshrined. In the Thupārāma the relic chamber was on the summit of the dome, which would be in the square base of the tee. This forms another corroborative instance of one of Fergusson's early guesses that that part of a stūpa was originally the burial place, and later it became the relic chamber.

Mr. Smither is to be congratulated on this magnificent volume, which may also be termed a rich reservoir of material connected with the architecture of Ceylon.—WILLIAM SIMPSON.

* It may be assumed that the eight bricks and vases had a reference to the four cardinal points and the four intermediate points. These are often mentioned in the sacred books of Brahminism and Buddhism. One hundred and eight is a favourite number with the Buddhists.

† *Ibid.* "Chētiyo," it may be explained, is only another term meaning dagāba.

* *Si-yu-ki. Buddhist Records of the Western World*, vol. i. p. lxxviii.

† *Ibid.*, p. lxxix.



BUILDING CONTRACTS.

DISCUSSION OF THE REVISED PAPER AT A SPECIAL GENERAL MEETING HELD 29TH APRIL 1895.

Mr. ASTON WEBB, *Vice-President*, in the Chair.

The Special General Meeting was convened by the Council for the purpose of submitting to the Institute a Form of Agreement and Revised Schedule of Conditions for Building Contracts, proposed to be substituted for the "Heads of 'Conditions of Builders' Contracts'" now in use and printed in the *KALENDAR 1894-95* [pp. 283-290]. In the Notice convening the Meeting members were advised that the Council of the Royal Institute had been unable to come to an agreement with the Council of the Institute of Builders on the subject of the Revised Schedule of Conditions; and that consequently the Council had appended to the same a copy of an Arbitration Clause (29) recommended for adoption on behalf of the Institute of Builders, but not accepted on behalf of the Royal Institute of British Architects. The proposed Form and Schedule, a copy of which had been issued to every member of the Royal Institute, here follow:—

A Form of Agreement and Schedule of Conditions for Building Contracts.

[Copyright.—Entered at Stationers' Hall, 19th April 1895.]

NOTE:—This form is applicable WHERE QUANTITIES DO NOT FORM PART OF THE CONTRACT, and requires to be varied and to have the blanks filled in and all words in square brackets to be dealt with to meet the special circumstances of each Contract.

AGREEMENT.

ARTICLES OF AGREEMENT made the.....day of..... 18... BETWEEN..... of..... in the County of (hereinafter called "the Employer") of the one part and of in the County of Builders and Co-partners (hereinafter called "the Contractors") of the other part. WHEREAS the Employer is desirous of erecting a messuage and premises at and has caused Drawings and a Specification describing the work to be done to be prepared by..... of his Architect. AND WHEREAS the said drawings numbered 1 to inclusive, and the Specification marked "A" have been signed by and on behalf of the parties hereto.

AND WHEREAS the Contractors have agreed to execute upon and subject to the Conditions set forth in the Schedule hereto (hereinafter referred to as "the said Conditions") the works shown upon the said Drawings and described in the said Specification for the sum of £..... Now IT IS HEREBY AGREED as follows:—

1.—In consideration of the sum of £..... to be paid at the times and in the manner set forth in the said Conditions the Contractors will upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specification.

2.—The Employer will pay the Contractors the said sum of £..... or such other sum as shall become payable hereunder at the times and in the manner specified in the said Conditions.

3.—The term "the Architect" in the said Conditions shall mean the said or in the event of his death or ceasing to be the Architect for the purpose of this Contract such other person as shall be nominated for that purpose by the Employer not being a person to whom the Contractors shall object for reasons considered to be sufficient by the Arbitrator mentioned in the Schedule hereto. Provided always that no person subsequently appointed to be Architect under his Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Architect for the time being.

4.—The Conditions set forth in the Schedule hereto shall be read and construed as forming part of this Agreement, and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts respectively in such Conditions contained.

SCHEDULE.

1.—The works shall be carried out to the reasonable satisfaction of the Architect in accordance with the said Drawings and Specification, and in accordance with such further drawings, details and instructions in explanation of the same as may from time to time be given by the Architect.

The Contract Drawings and Specification shall remain in the custody of the Architect, and shall be produced by him at his office as and when required by the Employer or by the Contractors.

2.—One complete copy of all Drawings and of the Specification shall be furnished by the Architect free of cost to the Contractors for their own use. The Architect shall furnish to the Contractors within days after the receipt by him of a request for the same any details which in the opinion of the Architect are necessary for the execution of any part of the work, such request to be made only within a reasonable time before it is necessary to execute such work in order to fulfil the Contract. Such copies and details shall be kept on the works until the completion thereof, and the Architect or his representative shall at all reasonable times have access to the same, and they shall be returned to the Architect by the Contractors on the completion of the Contract. The Contractors shall on the signing hereof furnish the Architect with a verified [sealed] copy of their original estimate for his sole use or that of his Surveyor, and for the purposes only of this Agreement.

3.—The Contractors shall provide everything necessary for the proper execution of the works, according to the true intent and meaning of the Drawings and Specification taken together, whether the same may or may not be particularly shown on the Drawings or described in the Specification, provided that the same is reasonably to be inferred therefrom, and if the Contractors find any discrepancy in the

Drawings or between the Drawings and Specification they shall immediately refer the same to the Architect, who shall decide which shall be followed. Figured dimensions are to be followed in preference to the scale.

4.—The Contractors shall conform to the provisions of any Acts of Parliament relating to the works, and to the regulations and bye-laws of any Local Authority, and of any Water and Lighting Companies with whose system the structure is proposed to be connected, and shall, before making any variation from the Drawings or Specification that may be necessitated by so conforming, give to the Architect written notice, specifying the variation proposed to be made, and the reason for making it, and apply for instructions thereon. In case the Contractors shall not in due course receive such instructions they shall proceed with the work, conforming to the provision, regulation or bye-law in question, and any variation so necessitated shall be dealt with under Clause 11. The Contractors shall give all notices required by the said Acts, regulations or bye-laws to be given to any Local Authority, and pay all fees payable to any such Authority, or to any public officer in respect of the works.

5.—The Contractors shall set out the work, and during the progress of the building shall amend at their own cost any errors arising from inaccurate setting out, unless the Architect shall decide to the contrary.

6.—All materials and workmanship shall be of the respective kinds described in the Specification, and the Contractors shall upon the request of the Architect furnish him with vouchers to prove that the materials are such as are specified.

7.—The Contractors shall keep constantly on the works a competent general foreman, and any directions or explanations given by the Architect to such foreman shall be held to have been given to the Contractors.

8.—The Contractors shall, on the request of the Architect, immediately dismiss from the works any person employed thereon by them who may, in the opinion of the Architect, be incompetent or misconduct himself, and such person shall not be again employed on the works without the permission of the Architect.

9.—The Architect and any person authorised by him shall at all reasonable times have access to the works, and the Architect and his representatives shall at like times have access to the workshops of the Contractors, or other places where work is being prepared for the building.

10.—The Contractors shall not vary from the Drawings or Specification except as provided by Clause 4, or by the authority of the Architect, which is to be sufficiently proved by any writing or drawing given by him or by any subsequent written approval by him. If the work shown on any of the details or the further drawings or details referred to in Clause 1, or necessary to comply with any instructions, directions, or explanations which may be given from time to time by the Architect, is, in the opinion of the Contractors, in excess of that comprised in the Contract, they shall, before proceeding with such work, give notice in writing to this effect to the Architect. In the event of the Architect and Contractors failing to agree as to whether or not there is any excess, and of the Architect's deciding that the Contractors are to carry out the said work, the Contractors shall accordingly do so, and the question whether or not there is any excess, and if so the amount thereof, shall, failing agreement, be settled by the Arbitrator as provided in Clause 29, and the Contractors shall be paid accordingly. No claim for an extra shall be allowed unless it shall have been executed under the pro-

visions of Clause 4, or by the authority of the Architect as herein mentioned. Any such extra is hereinafter referred to as an authorised extra.

11.—No variation shall vitiate the Contract; but all authorised extras for which a price may not have been previously agreed, and any omission which may have been made with the knowledge of the Architect, or without his knowledge, provided he subsequently gives a written sanction to such omission, shall be measured and valued, as hereinafter provided, by [the Architect] [a Surveyor appointed by the Architect and approved by the Contractors before the Contract is signed]; and a copy of such measurement and valuation shall be given to the Contractors. The fees for so measuring and valuing the variations shall be added to the contract sum. If in the opinion of the Architect the work cannot be properly measured and valued, day work prices shall be allowed therefor, provided that vouchers specifying the time and materials employed shall have been delivered for verification to the Architect, or his nominee, at or before the expiration of the week following that in which such works shall have been done. The variations shall be valued at the rates contained in the Contractors' original estimate, or, where the same may not apply, at rates proportionate to the prices therein contained. The amount to be allowed on either side in respect of the variations so ascertained shall be added to or deducted from the contract sum as the case may be.

12.—The fees for the Bills of Quantities (if any) and the Surveyor's expenses (if any) stated therein shall be paid by the Contractors to the Surveyor named therein immediately after payment of the amount of the first certificate in which they shall be included. The fees chargeable under Clause 11 shall be paid by the Contractors before the issue by the Architect of the Certificate for the final payment. The amount of all such fees and expenses as aforesaid may be paid by the Employer, on the certificates of the Architect, and deducted from the amount otherwise due to the Contractors.

13.—When the Contractors shall have received payment of any certificate in which the Architect shall have stated that he has taken into account the value of any unfixed materials intended for the works, and placed by the Contractors thereon, or upon ground adjacent thereto, all such materials shall become the property of the Employer, and shall not be taken away, except for the purpose of being used on the building, without the written authority of the Architect; and the Contractors shall be liable for any loss of or damage to such materials.

14.—The Architect shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time or times as may be specified in the order, of any materials which in the opinion of the Architect are not in accordance with the Specification or the instructions of the Architect, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specification; and the Contractors shall forthwith carry out such order at their own cost. In case of default on the part of the Contractors to carry out such order, the Employer shall have power to employ and pay other persons to carry out the same; and all expenses consequent thereon or incidental thereto shall be borne by the Contractors, and shall be recoverable from them by the Employer, or may be deducted by him from any moneys due or that may become due to them.

15.—Any defects, shrinkage, or other faults which may

Price for extras; how ascertained.

Note: Strike out words in brackets to suit circumstances.

Setting out of work.

Materials, &c., to conform to Specification.

Foreman.

Dismissal of workmen by Architect.

Access for Architect to Works.

Variations and extras.

Bills of Quantities; expenses of

Unfixed materials when paid for to be property of Employer.

Power to Architect to order removal of improper work.

appear within months from the completion of the works, arising in the opinion of the Architect from materials or workmanship not in accordance with the Drawings and Specification, or any damage to pointing by frost appearing within the like period, shall upon the directions in writing of the Architect, and within such reasonable time as shall be specified therein, be amended and made good by the Contractors at their own cost, unless the Architect shall decide that they ought to be paid for the same, and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, or other faults, or damage, and all expenses consequent thereon or incidental thereto shall be borne by the Contractors and shall be recoverable from them by the Employer, or may be deducted by him from any moneys due or that may become due to them. Should any defective work have been done or material supplied by any sub-contractor or other person employed on the works, who has been nominated or approved by the Architect, the Contractors shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractors, and been subject to the provisions in this and the preceding clause. No such sub-contractor or other person shall be so employed upon the works against whom the Contractors shall make reasonable objection, or who will not enter into a contract with the Contractors guaranteeing the due performance of his work, and indemnifying the Contractors against any claims arising out of misuse by the sub-contractor or his workmen of any scaffold erected by the Contractors, or that may be made against the Contractors in consequence of any act, omission, or default of the sub-contractor, his servants or agents.

16.—The Contractors shall, at the request of the Architect, open for inspection any work covered up, and should the Contractors refuse or neglect to comply with such request, the Architect may employ other workmen to open up the same. If the said work has been covered up in contravention of the Architect's instructions, or if on being opened up it be found not in accordance with the Specification or the instructions of the Architect, the expenses of opening and covering it up again, whether done by the Contractors or such other workmen, shall be borne by, and recoverable from, the Contractors, or may be deducted as aforesaid. If the work has not been covered up in contravention of such instructions and be found in accordance with the said Specification or instructions, then the expenses aforesaid shall be borne by the Employer and be added to the Contract sum, provided always that in the case of foundations, or of any other urgent work so opened up and requiring immediate attention, the Architect shall, within a reasonable time after receipt of notice from the Contractors that the work has been so opened, make or cause the inspection thereof to be made, and at the expiration of such time, if such inspection shall not have been made, the Contractors may cover up the same, and shall not be required to open it up again for inspection except at the expense of the Employer.

17.—The Contractors shall not, without the written consent of the Architect, assign this Agreement or sublet any portion of the work.

18.—The Contractors shall be responsible for all structural and decorative damage to property, and for injury to persons caused by the works, and shall hold the Employer harmless in respect thereof. They shall also be responsible for all injuries caused to the buildings, the subject of this Contract, by frost or other inclemency of weather, and shall reinstate all damage caused by the same, and thoroughly complete the whole of the works.

19.—(a) The Contractors shall insure the works, and

keep them insured until they are delivered up, against loss

Insurance— or damage by fire, in an office to be approved by the Architect, in the joint names of the Employer and Contractors for the full value of the works executed, and shall deposit with the Architect the policies and receipts for the premiums paid for such insurance; and in default the Employer may insure the works and deduct the premium paid from any moneys due or which may become due. All moneys received under any such policies are to be paid to the Contractors by instalments on the certificates of the Architect, and to be applied in or towards the re-building or reparation of the works destroyed or injured. The Contractors shall, as soon as the claim under the policy is settled, proceed with all due diligence with the re-building or reparation, and shall not be entitled to any payment in respect thereof other than the said moneys received, but such extension of the time hereinafter mentioned for completion shall be made as shall be just and reasonable.

(a) of a new building: (b) The whole building and the works executed under this Contract shall be at the sole risk of the Employer as regards any loss or damage by fire, and in the event of any such loss or damage being so occasioned which affects the original building or structure in addition to the new work, the Contractors shall be entitled to receive from the Employer the full value of all work then executed and materials then delivered, calculated in the manner provided for by Clause 11 hereof, and this Contract, so far as it relates to any subsequent work, may at the option of either party be determined if in the opinion of the Architect such determination shall be just and equitable.

20.—Possession of the site (or premises) will be given to the Contractors on or before the day of . They shall begin the works immediately after such possession, shall regularly proceed with them, and shall complete the same (except painting and papering or other decorative work which in the opinion of the Architect it may be desirable to delay, by the day of , subject nevertheless to the provisions for extension of time hereinafter contained.

21.—If the Contractors fail to complete the works by the date named in Clause 20, or within any extended time allowed by the Architect under these presents, and the Architect shall certify in writing that the works could reasonably have been completed by the said date, or within the said extended time, the Contractors shall pay or allow to the Employer the sum of £ sterling per [day] [week] as liquidated and ascertained damages for every [day] [week] beyond the said date or extended time, as the case may be, during which the works shall remain unfinished, except as provided by Clause 20, and such damages may be deducted by the Employer from any moneys due to the Contractors.

22.—If in the opinion of the Architect the works be delayed by *force majeure* or by reason of any exceptionally inclement weather, or by reason of instructions from the Architect in consequence of proceedings taken or threatened by or disputes with adjoining or neighbouring owners, or by the works or delay of other Contractors or tradesmen engaged or nominated by the Employer or the Architect, and not referred to in the Specification, or by reason of authorised extras or additions, or in consequence of any notice reasonably given by the Contractors in pursuance of Clause 10, or by reason of any local combination of workmen or strikes or lock-out affecting any of the Building trades, or in consequence of the Contractors not having received in due time necessary instructions from the Architect for which they shall have specifically applied in writing, the Architect shall make a fair and reasonable extension of time for completion in respect thereof. In case of such strike or lock-out the

Extension of time. Penalties for non-completion.

Damage to person and property. Assignment or subletting.

Contractors shall, as soon as may be, give to the Architect written notice thereof. But the Contractors shall nevertheless use their best endeavours to prevent delay, and shall do all that may reasonably be required to the satisfaction of the Architect to proceed with the work.

23.—If the Contractors, except on account of any legal restraint upon the Employer preventing the continuance of the works, or on account of any of the causes mentioned in Clause 22, or in case of a certificate being withheld or not paid when due, shall suspend the work or in the opinion of the Architect shall neglect or fail to proceed with due diligence in the performance of their part of the Contract, or if they shall more than once make default in the respects mentioned in Clause 14, the Employer by the Architect shall have power to give notice in writing to the Contractors requiring that the works be proceeded with in a reasonable manner and with reasonable dispatch. Such notice shall not be unreasonably or vexatiously given, and must signify that it purports to be a notice under the provisions of this clause, and must specify the act or default on the part of the Contractors upon which it is based. After such notice shall have been given, the Contractors shall not be at liberty to remove from the site or works, or any ground contiguous thereto, any plant or materials belonging to them which shall have been placed thereon for the purpose of the works, and the Employer shall have a lien upon all such plant and materials, to subsist from the date of such notice being given until the notice shall have been complied with. Provided always that such lien shall not under any circumstances subsist after the expiration of 31 days from the date of such notice being given unless the Employers shall have entered upon and taken possession of the works and site as hereinafter provided. If the Contractors shall fail for days after such notice has been given to proceed with the works as therein prescribed, the Employer may enter upon and take possession of the works and site and of all such plant and materials thereon (or on any ground contiguous thereto), intended to be used for the works, and all such materials as above mentioned shall thereupon become the property of the Employer absolutely, and the Employer shall retain and hold a lien upon all such plant until the works shall have been completed under the powers hereinafter conferred upon him. If the Employer shall exercise the above power he may engage any other person to complete the works, and exclude the Contractors, their agents and servants, from entry upon or access to the same, except that the contractors or any one person nominated by them may have access at all reasonable times to inspect, survey, and measure the works. And the Employer shall take such steps as in the opinion of the Architect may be reasonably necessary for completing the works without undue delay or expense, using for that purpose the plant and materials above mentioned in so far as they are suitable and adapted to such use. Upon the completion of the works the Architect shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the Contractors as aforesaid, and in completing the works by other persons. Should the amount so certified as the expenses properly incurred be less than the amount which would have been due to the Contractors upon the completion of the works by them, the difference shall be paid to them by the Employer; should the amount of the former exceed the latter the difference shall be paid by the Contractors to the Employer. The Employer shall not be liable to make any further payment or compensation to the Contractors for or on account of the proper use of the plant for the completion of the works under the provisions hereinbefore contained other than such payment as is included in the contract price. After the works shall have been so completed by persons other than the Contractors under the provisions hereinbefore contained, the Employer shall give notice to the Contractors of such

completion and may require them from time to time, before and after such completion, to remove their plant and all such materials as aforesaid as may not have been used in the completion of the works from the site. If such plant and materials are not removed within a reasonable time after notice shall have been given, the Employer may remove and sell the same, holding the proceeds, less the cost of the removal and sale, to the credit of the Contractors. Any notice to be given to the Contractors under this clause shall be given by leaving the same at the place of business of the Contractors, or by registered letter sent to them at that address.

24.—The words "Prime Cost" or the initials P.C. applied in the Specification to goods to be obtained and fixed by the Contractors shall mean, unless otherwise stated in the Specification, the sum paid to the merchant after deducting all trade discount for such goods in the ordinary course of delivery, but not deducting discount for cash, and such sum shall be exclusive of special carriage, the cost of fixing and Contractors' profit.

25.—The provisional sums mentioned in the Specification for materials to be supplied, or for work to be performed by special artists or tradesmen, or for other works or fittings to the building, shall be paid and expended at such times and in such amounts and to and in favour of such persons as the Architect shall direct, and sums so expended shall be payable by the Contractors without discount or deduction, or (without prejudice to any rights of the Contractors existing under the Contract referred to in the last sentence of Clause No. 15) by the Employer to the said artists or tradesmen. The value of works which are executed by the Contractors in respect of provisional sums, or in additional works, shall be ascertained as provided by Clause 11. At the settlement of the accounts the amount paid by the Contractors to the said artists or tradesmen, and the said value of such works executed by the Contractors, shall be set against all such provisional sums or any sum provided for additional works, and the balance shall be added to or deducted from the contract sum.

26.—The Contractors shall, unless otherwise stated in the Specification, provide and erect all necessary scaffolding and plant for the due execution by the artists and tradesmen referred to in the preceding clause of the work entrusted to them. They shall also permit of the execution of work by any other artists or tradesmen who may be engaged by the Employer.

27.—The Contractors shall be entitled under the certificates to be issued by the Architect to the Contractors, and within days of the date of each certificate, to payment by the Employer from time to time by instalments when in the opinion of the Architect work to the value of £ has been executed (or less at the reasonable discretion of the Architect) at the rate of per cent. of the value of work executed in the building, until the balance retained in hand amounts to £ (x), after which time the instalments shall be up to the full value of the work subsequently executed. The Contractors shall be entitled to receive £ (y), part of the said sum of £ (x), when the building is practically completed, and to payment of the balance within a further period of months, or as soon after the expiration of such period of months as the works shall have been finally completed, and all defects made good according to the true intent and meaning hereof, whichever shall last happen. The Architect shall issue his certificates in accordance with this clause. No certificate of the Architect shall be considered conclusive evidence as to the sufficiency of any work or materials to which it relates, nor shall it relieve the Contractors from their liability to make good all defects as

Suspension
of works by
Contractors.

Prime Cost,
meaning of.

Provisional
sums.

Contractors
to erect
scaffolding
for sub-
contractors.

Payment.

provided by this Agreement. The Contractors when applying for a certificate shall, if required, as far as practicable, furnish to the Architect an approximate statement of the work executed, based on the original estimate.

28.—Should the Employer not pay the Contractors any sum certified by the Architect within the times respectively named in Clause 27, the Contractors shall give written notice to the Employer of the non-payment, and should the Employer not pay any such sum within the period of days from the date of delivery of such notice at the Employer's address or sent to him there in the ordinary course of post by registered letter, or if the Employer shall become bankrupt or file any petition for liquidation of his affairs, and if his Trustee in Bankruptcy shall repudiate this Contract, or if the Trustee shall be unable to show within days to the reasonable satisfaction of the Contractors his ability to carry out the Contract, and to make all payments due or to become due thereunder, or if the works be stopped for months under an order of the Architect or any Court of Law, the Contractors shall be at liberty to determine the Contract by notice in writing to the Architect, and to recover from the Employer payment for all work executed and for any loss they may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the rates contained in the Contractors' original estimate shall be followed, or, where the same may not apply, rates proportionate to the prices therein contained.

29.—Provided always that in case any dispute or difference shall arise between the Employer or the Architect on his behalf and the Contractors, either during the progress of the works or after the determination, abandonment, or breach of the Contract, as to the construction of the Contract or as to any matter or thing arising thereunder (except as to the matters left to the sole discretion of the Architect under Clauses 3, 8, and 17, and the exercise by him under Clause 16 of the right to have any work opened up), or as to the withholding by the Architect of any certificate to which the Contractors may claim to be entitled, then either party shall forthwith give to the other notice of such dispute or difference, and such dispute or difference shall be and is hereby referred to the arbitration and final decision of

or, in the event of his death or unwillingness or inability to act, of or in the event of his death or unwillingness or inability to act, of a person to be appointed on the request of either party by the President for the time being of the Royal Institute of British Architects, and the award of such Arbitrator shall be final and binding on the parties. Such reference shall not be opened until after the completion or alleged completion of the works, except with the written consent of both parties. The Arbitrator shall have power to open up and review any certificate, opinion, decision, requisition, or notice, save in regard to the said matters expressly excepted above, and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requisition, or notice had been given. Upon every or any such reference the costs of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator, who may determine the amount thereof, or direct the same to be taxed as between solicitor and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1889.*

* Clause 29, as recommended on behalf of the Institute of Builders, is as follows:—

29.—Provided always that in case any dispute or differ-

THE CHAIRMAN, in formally presenting the Form of Agreement, &c., said he should leave the duty of explaining the Conditions more fully in

ence shall arise between the Employer or the Architect on his behalf and the Contractors either during the progress of the work or after an entry under Clause 23, or after the determination, abandonment, or breach of the Contract, the construction of the Contract, or as to any matter or thing arising thereunder, including and in addition (a) the right exercise, and the exercise by the Architect or the Employer of any power conferred upon them or either of them (except as to the matters left during the progress of the works to the sole discretion of the Architect under Clauses 3, 8, and 17, and the exercise by him under Clause 16 of the right to have any work opened up; (b) the withholding by the Architect of any certificate or decision or the failure to express any opinion or approval to which the Contractors shall claim to be entitled under the Contract; (c) the nature, terms, and reasonableness or otherwise of any certificate, finding, decision, requisition, or opinion of the Architect under the Contract, and the time of the giving thereof, as to which the Contractors shall be dissatisfied (except those relating to the matters and the right excepted above); (d) as to what additions (if any) ought in fairness to be made to the amount of the Contract by reason of the works being interfered with, delayed, or stopped, either through no fault of the Contractors or by any fault or default of the Employer or any of his representatives, or by reason or on account of any decision, direction, or requisition of the Architect, or failure on the part of the Architect to give any decision or direction involving increased cost to the Contractors beyond the cost properly attending the carrying out of the Contract according to the true intent and meaning of the signed Drawings and Specification, but without prejudice to Clause 10 hereof; (e) any claim by the Contractors for work done or goods supplied in connection with the works, though outside the Contract, and all other claims of whatever kind by the Contractors on the Employer in connection with the subject matter or arising out of this Contract or any breach thereof, such dispute or difference shall be and is hereby referred to the arbitration and final decision of or, in the event of his death or unwillingness or inability to act, of or, in the event of his death or unwillingness or inability to act, of a person to be appointed on the request of either party by the President for the time being of the Royal Institute of British Architects, and the award of such Arbitrator shall be final and binding on the parties. No matter or thing (except as aforesaid) shall be deemed to be concluded by the terms of any certificate, opinion, decision, requisition, or notice given by the Architect, and the Arbitrator shall have power to open up and review any such certificate, opinion, decision, requisition, and notice (save in regard to the said matters expressly excepted above), and to determine all matters in dispute which shall be submitted to him, whether such certificate, opinion, decision, requisition, or notice has been acted upon or complied with or not, and if acted upon or complied with by the Contractors to determine the amount payable to the Contractors in consequence thereof. Upon every or any such reference the costs of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator, who may determine the amount thereof or direct the same to be taxed as between solicitor and client, or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1889.

the hands of those who had given such an enormous amount of time to it that they were the proper persons to explain them. It would be in the recollection and knowledge of all that it was now some five years since the Practice Committee undertook the revision of the Conditions of Building Contracts, and no doubt when the proper opportunity came they would all be ready and anxious to recognise the time and labour spent over the matter on behalf of the Institute. The Committee had held a large number of meetings, and had at last been enabled to formulate the document before the Meeting. They had also been in communication with the Institute of Builders, and to a large extent had come to an agreement with them, although a difficulty had arisen on the arbitration clause. The Form of Agreement and Schedule of Conditions were then brought before the Council, who, after some consideration, adopted them as laid down after so much labour by the Practice Committee. They were not able, however, to accept the arbitration clause suggested by the Institute of Builders. The delay had been, necessarily, very considerable; but the Council felt that the time had now arrived when the General Body should be consulted. The Conditions presented were those thought by the Council to be the most suitable. There must always be some questions of detail on which everyone could not agree; but at any rate the proposed Conditions were such as might be adopted, and therefore they were brought before the Meeting that evening for consideration and discussion by the members. Letters had been received which would presently be read; and as probably there might be some discussion, he would ask members to keep as near as possible to the particular point, and to limit their remarks, so that, if possible, some decision could be come to on the matter before they separated. He would therefore formally move, in accordance with the Notice, "That the Royal Institute of British Architects do hereby approve the Form, and authorise its issue as 'A Form of Agreement and Schedule of Conditions for Building Contracts sanctioned by the Royal Institute of British Architects,' and do withdraw its assent to the further issue of the 'Heads of Conditions of Builders' Contracts,' at present issued with the sanction of the Royal Institute."

A draft of The Form of Agreement and Revised Schedule of Conditions of Building Contracts was then laid on the table, and the following letters were read:—

*Nottingham Architectural Society,
Nottingham, 27th April 1895.*

DEAR SIR,—This Society having had a deputation from the Nottingham Builders' Association for the purpose of inducing this Society to adopt the form of contract agreement sanctioned by the R.I.B.A., a special meeting has been held to consider the question, at which it was resolved:—"That the Royal Institute of British Architects be urgently requested to postpone their final approval of

"the proposed form of agreement to be submitted at the meeting of the Institute on Monday the 29th, until the matter can be fully discussed by the provincial allied Societies."

There are evidences that the Builders will try to enforce the acceptance of the Institute Form of Agreement; and as this Society has had no opportunity of considering the question, it is of the utmost importance that ample time should be allowed for a thorough examination of the proposed form of agreement and schedule of building contract.

—Yours faithfully,

A. ERNEST HEAZELL, Hon. Sec.

7, Whitehall Yard, S.W., 27th April 1895.

DEAR SIR,—I shall not be able to be present at the Special Business Meeting convened for Monday, 29th; but without entering on the question of the expediency or otherwise of discarding the "Heads of Conditions" which have for so many years been in use in favour of the elaborately detailed form of contract prepared by the Practice Standing Committee, or on the mysterious controversy which has grown up around the arbitration clause, I beg leave to submit observations on two points which appear to me to merit consideration.

The first is in Article 10, and relates to the obligation therein thrown on the contractor to give notice, before proceeding with such work, of any work shown on details or further drawings which in his opinion may be in excess of the contract. On the face of it, this from one point of view may appear to be a reasonable requirement; but it may now be an old-fashioned and obsolete idea, which I have always held, that it is for the architect to know, when he supplies a detail or further drawing, whether it is or is not in excess of the contract. That the form of contract proposed by the Institute should apparently proclaim that the architect does not possess this knowledge, but requires the contractor to give notice of and claim such excess before proceeding with the work, appears to me inexpedient and deplorable. I have vigorously combated this idea since it assumed prominence, I think more than thirty years ago; and am therefore compelled, in what I believe to be the best interests of the profession, to now record this protest.

The second point is the first sentence of Article 12. If it is desirable that any question of bills of quantities or payment of the Surveyor should be introduced into a building contract—the expediency of which is certainly open to grave doubt—the terms of the condition should be expressed in such a manner as not to be open to misapprehension. It is probably intended that the Surveyor's expenses should be included in the first certificate, and this should be clearly expressed; which the sentence as drawn certainly does not accomplish. The insertion of the words "first certificate" after "in which" on the fifth line would make this clear, and remove the existing ambiguity, which it would be most undesirable should be allowed to remain.—I am, yours faithfully, ARTHUR CATES.

Crown Chambers, Salisbury, 27th April 1895.

DEAR SIR,—Referring to the draft Form of Agreement and Schedule of Conditions for Building Contracts, to be submitted to a Special General Meeting of the Institute on Monday evening next, the 29th inst., I write to say that I hope the same will not be passed for approval and adoption, as I consider there are several clauses which many architects would be very loth to accept, and am of opinion that conditions of contract would be best left to be settled at the time when a contract is entered into; but in any case I should not care to use the new Conditions of Contract as proposed.—I am, &c.,

FRED BATH.

14, York Buildings, Adelphi, 28th April 1895.

DEAR SIR,—I am unfortunately unable to attend the meeting on the subject of building contracts, and I should

be glad and obliged if you would kindly say that I, as one of the members of the Institute, venture to suggest that nothing be done on the subject, or that the matter be deferred; for I feel *most* strongly that this is not within the duty of an architect. He can certainly make no charge for preparing a contract, and I cannot imagine anyone over anxious to accept a responsibility which is not his. Besides this, I also feel that it is greatly injuring the legal profession, whose sole duty it should be to arrange this matter. Again, even supposing a draft contract is arranged between the Institute and the Institute of Builders, it can never meet special cases; nor would it be recognised by solicitors, nor many architects and builders, and will do no good. It is a case of architects preparing a document over which solicitors may say—

Such labour'd nothings in so strange a style
Amaze th' unlearn'd and make the learned smile

and if we do another profession's work, we cannot grumble if the law takes to architecture (and even church restoration).

One science only will one genius fit—
So vast is art, so narrow human wit.

I am, &c., SIDNEY R. J. SMITH.

Leek, 28th April 1895.

Stand firm against the grasping advances of these "contractors," who, not content with grinding the faces of poor Labour, would now grind ours and our clients'.

LARNER SUGDEN.

At the request of Mr. William Woodward [A.] the following communication, which had been received from the Institute of Builders, was also read:—

The Institute of Builders (Incorporated), 31 and 32 Bedford Street, Strand, London, W.C., 25th April 1895.

DEAR SIR,— *Conditions of Contract.*

Your letter of the 23rd inst. was considered by the Committee of this Institute at their meeting to-day, and it was determined that I should by this communication enter their protest against the course which your Council in their discretion has thought fit to adopt, as set out in your letter before referred to, and the resolutions which are to be submitted to the General Meeting of the members of your Institute to be held on Monday, 29th inst.

You will have received my letter of even date with your own, to which it is hardly necessary that anything should be added, except to say that it was not possible to furnish you with a copy of the opinion of Sir Richard Webster and Mr. A. A. Hudson referred to therein at an earlier date.

My Committee desire to point out that every endeavour has been made by them to meet the views of your Practice Committee, with whom numerous conferences have been held during the last five years; and it is within the knowledge of your Practice Committee that many of the provisions contained in the clauses 1 to 28 in the proposed conditions would not have been even conditionally assented to except on the positive assurance given to them that the whole of the matters would be subject to an arbitration clause, which was to be left to the settlement of the respective solicitors.

They regret exceedingly that this arrangement has not been adhered to, since, if it had been, the Conditions as so settled would certainly have been loyally accepted, and recommended to the members of this Institute and the trade generally for general adoption.

The course adopted by your Council is so exceptional that my Committee feel constrained, in order to prevent any misunderstanding, to send a printed copy of this letter to each member of the Royal Institute of British Architects.—Yours truly,

R. S. HENSHAW, *Secretary.*

Wm. H. White, Esq., *Secretary R.I.B.A.*

The Chairman stated, in answer to a question, that no reply had been sent to that letter.

Mr. WILLIAM WOODWARD [A.] asked for a brief description or explanation of the communication against which the Institute of Builders had issued their protest, and also an explanation of the objection which the Institute of Builders had made in a subsequent paragraph, where they said that "many of the provisions contained in the Clauses 1 to 28 in the proposed Conditions would not have been even conditionally assented to except on the positive assurance given to them that the whole of the matters would be subject to an arbitration clause, which was to be left to the settlement of the respective solicitors." He should like to know who gave that positive assurance, and what that positive assurance was.

THE CHAIRMAN replied that all the information Mr. Woodward required would be given in due course. Meanwhile he would call upon Mr. Boyes, the Hon. Secretary of the Standing Committee for Practice.

Mr. H. C. BOYES [F.] seconded the motion, and read the following statement:—I do not propose to take up much of the time of this Meeting in recommending the adoption of the proposed Form of Contract and Schedule of Conditions which are in your hands. It is, of course, impossible to go fully into all the details of the documents before you, and I think that we of the Practice Committee, who are responsible for them, may probably be more usefully employed in dealing with any questions that may be raised in the course of discussion than in attempting a full exposition in the first instance. It is, however, advisable to state generally but shortly the reasons which led the Committee to decide on taking up the subject, to recapitulate some of the chief points in connection with our prolonged labours, which have resulted in the production of the Form of Contract in its present shape, and to point out some of the differences between it and the "Heads of Conditions of Contract" which have hitherto been issued. When it was first proposed to revise the last document, it was found, in the discussion which arose in the Committee, that it could not be said to be at all in general use. Some members used it, and had never had any difficulty under it. These gentlemen, I think, were generally those who would not be likely to have difficulties with builders. Others disapproved of it, and used forms of their own of a more stringent character. It was pointed out that the Conditions were so drawn as not to be readily available for use as a contract with such modifications and fillings in of blank spaces as might be required, but were rather suggestions enumerating the various points which ought to be dealt with in framing such a contract, requiring considerable re-arrangement, expansion, or condensation in order to be put into proper legal shape—that, in fact, they fulfilled only the

expectations raised by their title, and were merely "Heads of Conditions," rather than a regular form of contract. Some of the clauses were obsolete owing to alterations in the law, and others appeared to need adaptation to modern requirements. The very important Bankruptcy clause was, we were advised, illegal as framed, and its presence in a contract rendered the whole deed invalid. This in itself appeared to the Committee a sufficient reason for revision. Accordingly, after many meetings and much discussion, a new form of Contract and Schedule of Conditions was drafted. Although the Heads of Conditions issued by the Institute had not for some years borne its old endorsement, stating that it was a form agreed between the Royal Institute and the Institute of Builders, it was considered by the Committee fair and proper that the Institute of Builders should have the opportunity of considering the proposed new documents, and of offering for consideration by the Practice Committee any suggestion for alterations and improvements that might seem to them desirable. Accordingly a copy of the draft was sent to them, and a conference was arranged at which delegates from the Council of the Institute of Builders met delegates appointed by the Committee, and discussed the whole document fully in detail. The Committee were met by the Builders in the friendliest and most conciliatory spirit. Few alterations of any moment were suggested, and after several meetings the Form and Conditions were fully agreed to in principle, and it was decided that the solicitors of the two Bodies should be instructed to put into proper legal form the agreement which had been arrived at. It is very important, in view of what has since occurred, that there should be no misunderstanding as to what was the actual nature of the agreement arrived at on the 13th September 1892. I was myself the chairman of the conference on that day, and my memory is perfectly clear on the point. No question of principle whatever was left undecided; nothing but the proper legal wording to give effect to our agreement was to be left to the solicitors, who were to settle this, subject to the approval of the Royal Institute. In the month of October our draft was sent to the Council, with a report stating that it had been "settled" between the delegates of the Practice Committee "and of the Institute of Builders." Obviously this would not have been done had there been at that time any questions of principle outstanding or unsettled. But as soon as the solicitors took the matter in hand it became apparent that what we had fully believed to be settled and agreed was to be forthwith unsettled and a fertile source of disagreement. Instead of being content to put into legal form the agreement arrived at between the Committee and the Builders, the whole matter was re-opened from the beginning, questions of principle were re-discussed, and the most vigorous

efforts were made by the solicitor to the Institute of Builders to entirely reconstruct the whole document, not merely as to its wording, but in its essential principles. The history of the matter since then has simply been that of a prolonged struggle, in which, as soon as we thought a question had been disposed of for good in one clause, it has quickly reappeared in a new shape in another. With a sincere desire to arrive at a satisfactory agreement, we have made one concession after another, and have gone to the extreme lengths possible in order to meet the Builders' views, only to find ourselves at last face to face with an utterly impossible arbitration clause which our solicitor advised us that he would allow no client of his to sign, and as to which we were compelled to come to the unanimous decision that we could not recommend the Institute to adopt it. Judging by results, it now appears unfortunate that we did not, as soon as we found that the solicitors were re-opening questions of principle, at once break off negotiations, and take the steps we are now at length taking. But although the delay has been unfortunate, we hope it will be taken as evidence of the earnest desire we have had throughout to meet all the just and fair requirements of the Builders, and of the strenuous efforts we have been making to come to an agreement with them. These efforts have failed, and we have therefore now asked the Council to propose the issue of the documents before you, as an Institute Paper superseding the old "Heads of Conditions," and, like them, bearing no endorsement upon them of having been agreed to between the two Societies. A comparison of the new Form with the old will show that both are framed in the same spirit of fairness towards the Builders by which it is to be hoped we shall always be actuated, and that, as a matter of fact, the proposed form is in almost every respect more favourable to them than its predecessor. The differences are chiefly rather of detail than of principle. The whole document is so framed as to be capable of being used as a contract, the blanks being filled in and the portions in brackets dealt with according to circumstances. It will be noticed that there is no regular Bankruptcy clause. The reason for this is that we were advised that the power required in the interests of the employer of taking possession of and completing the works, if necessary, could best be obtained under the clause relating to the suspension of works by the contractor for any cause, including, but not specifically mentioning, bankruptcy. "Prime cost" is defined, and provision made for the use of plant and scaffolding by sub-contractors. Finally, the arbitration clause, without being drawn up in the form of a catalogue of all the possible misdeeds of an architect, is extended in its operation so as to cover everything under the contract that can, in the opinion of the Com-

mittee, properly be arbitrated upon; but it also provides that, except by special agreement between the parties, such arbitration shall not be opened until the completion of the works.

MR. HENRY DAWSON [F.] said that he had gone through the Conditions, and he thought, in the main, that no builder, as a rule, would complain of them; but the arbitration clause recommended on behalf of the Institute of Builders was a most extraordinary proposal. It would open everything, and settle nothing. At the same time, whilst he disagreed with what he called the ambiguous and unworkable sections, beginning at (b), of the arbitration clause proposed by the Institute of Builders, there were, he thought, one or two points which it would be desirable to amend in the 29th clause as proposed by the Practice Committee. The first he would mention was in the seventh line. The clause began: "Provided always that in case any dispute or difference shall arise between the employer or the architect on his behalf and the contractors, either during the progress of the works or after the determination, abandonment, or breach of the contract, as to the construction of the contract or as to any matter or thing arising thereunder," then the exception came in—"except as to the matters left to the sole discretion of the architect under Clauses 3, 8, and 17, and the exercise by him under Clause 16 of the right to have any work opened up." He submitted that it had generally been held that that sole discretion of the architect could only apply during the progress of the works. That was a crucial point, and in his experience it had been the point insisted on by the Builders that the architect's sole discretion should only apply to the works during their progress, and that after their completion it became a matter for an arbitrator. He observed that in the Builders' 29th Clause—and he must give them credit for that—they had put that in. The eleventh line of their clause read, "except as to the matters left during the progress of the works." He should prefer the words in after "the architect," as he thought it more grammatical. That was his first proposal. [MR. E. T. HALL [F.] said that the whole exception was one that could only arise during the progress of the works; therefore the words were not necessary. Those were things, like the opening up of works while in progress, which could only be during the progress of the works.] Another point was—and that was not against the conclusion of the Committee at all—the tenth line said: "or as to the withholding by the architect of any certificate to which the contractors may claim to be entitled." He should rather propose to word it, "may be entitled." [MR. HALL: There could be no question on that. If the man claimed to be entitled, and the architect said he was not, that was the question in dispute.] Not at all. The withholding of the certificate would

not be a question as to the contractor claiming to be entitled to it, but the question of the architect's decision whether he was entitled or not. [MR. HALL: Of course that was the question.] Yes; but the arbitration was not so much whether the contractor was entitled or not as the withholding by the architect of any certificate to which the contractor might be entitled. [MR. HALL: Might claim to be entitled.] He thought the other was the better way to put it. It was as much as saying he might claim anything he liked. [MR. HALL: Certainly.] Coming to the words lower down in the same clause: "Such reference shall not be opened until after the completion or alleged completion of the works, except with the written consent of both parties." He did not think that quite fair. He thought that the architect ought not to be subject to the consent of the builders as to the opening of the reference. There were certain circumstances in which it was desirable that the arbitrator should be called in before the completion of the works, and therefore there ought not to be that restriction. He thought either party ought to be able to insist upon an arbitration during the progress of the works; though he wanted very much to minimise that liberty, or else it might almost be that the arbitrator would have to sit upon the roof of the Clerk of the Works' office for the hearing of disputes. He should rather omit the words referred to, and proceed to state: "The arbitrator shall have power after the completion or alleged completion of the works"; then go on, in the words of the clause, "to open up and review any certificate, opinion, decision, requisition, or notice," and then insert the words "upon which no award has been previously made." He thought that they should not shut out the possibility of arbitration during the progress of the works, which would very often be a great help and prevent delay. That was the really crucial clause of difference. But there were some other amendments which, in his judgment, were needed in some of the other clauses. Clause 2 contained a most excellent provision, that "the contractors shall, on the signing of the contract, furnish the architect with a verified [sealed] copy of their original estimate for his sole use or that of his surveyor," and so on. He would, however, suggest the insertion of the words "and a summary thereof" after the words "original estimate." It seemed hardly necessary to impress upon them the necessity of that summary. It had been disputed that the summary was not the estimate. Very often on that summary there was something that affected the prices of the whole of the estimate. Then the clause went on: "for his sole use or that of his surveyor." What was the meaning of "his surveyor"? [MR. LACY W. RIDGE: The architect's surveyor—the measurer.] He hoped that was not going to pass as a

heading to this form of agreement—especially after the note printed, “where the quantities do not form part of the contract.” He contended that the surveyor of quantities was not the architect’s surveyor. What he proposed was this—it was mentioned in Clause 11, and for the sake of perspicuity and conciseness he referred to that clause—that the words should be, “for his sole use or that of a surveyor to be appointed and approved as in Clause 11.” That would make it quite clear that there was to be a surveyor appointed and approved to measure up and render an account of the extras. It was very important that they should make that clear, and not give any indication that the surveyor was an employé of the architect. On Clause 3 he would propose to add at the end another provision—one which he had himself used in contracts he had to do with. After the words “Figured dimensions are to be followed in preference to the scale,” he would add “detailed or explanatory drawings in preference to the said signed contract drawings or any others supplied to a smaller scale.” A great many disputes had unfortunately arisen—in fact, he had one on now—and he was quite certain that, owing to the presence of that clause, the builder would admit that he had no case, because the one-eighth scale and the detailed drawings were occasionally inconsistent. With regard to Clause 4, in the eleventh line, it said: “In case the contractors shall not in due course receive such instructions.” In suggesting these amendments he should like to say that he had only in view the idea of strengthening the case of the Institute for their arbitration clause, subject to any desirable amendments, as against the Builders’ unworkable and ambiguous clause; and he wanted to deprive them of any occasion to say that the Institute’s clause was unreasonable. He thought the words “shall not in due course” meant a very uncertain time, and he would suggest: “shall not within three days of delivery of such notice to the architect.” [Mr. RIDGE said that that had been considered at great length in committee.] Passing on, then, to the 12th clause, it said: “The fees chargeable under Clause 11 shall be paid by the contractors before the issue by the architect of the certificate for the final payment.” Then it went on: “The amount of all such fees and expenses as aforesaid may be paid.” Would it not be clearer if the word “or” were there? He suggested as the alternative: “or the amount of all such fees and expenses as aforesaid may be paid by the employer,” &c. [Mr. HALL: No; the word “or” would limit it to the preceding sentence; whereas the last sentence related to the whole clause.] He still thought that it would be very much more intelligible, even if it did only apply to the previous clause, to put in the word “or.” They first of all said that the fees they refer to should be paid by the contractors before the issue of

the certificate; then they said the amount of such fees might be paid by the employer. Surely the word “or” was wanted. [THE CHAIRMAN said they would make a note of that.] Clause 14 said—and here again he had the arbitration clause in view—“The architect shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time or times as may be specified in the order.” He proposed they should put in there “not being less than forty-eight hours”—or forty-eight hours not including Sunday or bank holiday—so that some minimum should be shown; it should not be left to the architect to say what was reasonable. In the 15th clause he was afraid they were on a debatable point in the first line. It said, “any defects, shrinkage, or other faults which may appear within months.” He himself had objected to any limitation whatever. It was stated that it was unreasonable to ask a man to be responsible for defects of different kinds without some limit of period; but in many a building it was utterly impossible to find out some defects, not only within a year, but within three or four years. It was very difficult to fix any time. But if a time was to be fixed, he advised that it should not be months but years. In his own practice he objected to any limitation; but he put it in, in justice to the builder, that it should be such a defect or default on his part as should be easily proved to be his and not anybody else’s. In the same clause the concluding sentence began: “No such sub-contractor or other person shall be so employed upon the works against whom the contractors shall make reasonable objection.” He submitted that the words should be, “shall have made reasonable objection to the architect,” and that the whole of the following words should be left out. What had they, as architects, to do with any bargain between the contractor and sub-contractor? It said that a person was not to be employed unless he will “enter into a contract with the contractors guaranteeing the due performance of his work and indemnifying the contractors against any claims,” and so on. He submitted that the architect and the employer had nothing whatever to do with that. [Mr. HALL: Yes, they have; they bring the man into the building.] But he was not appointed; he might be nominated or approved. They were accustomed, of course, to nominate men to supply certain articles, and those articles to be charged to the contractor; but he always insisted that the contractor should make his own bargain with those sub-contractors—or, as he would call them, “additional contractors.” They were not sub-contractors to the work of the building; they were generally contractors for additional works, or for some works that had been specified by the architect, such as stone and things of that sort, and also, it might be, for some

decoration. He submitted that they could not enter into any question as to the proposed guarantee to the contractor for the due performance of such work. He thought that upon due consideration they would find that a very dangerous part of the clause. Then the 16th clause said: "The contractors shall, at the request of the architect, open for inspection any work covered up, and should the contractors refuse or neglect to comply with such request, the architect may employ other workmen." He proposed to put in after the words "with such request" the words "after forty-eight hours' written notice." Then on the seventh line of the same clause he thought there was an omission; the words he suggested should be, "if on being opened up it be found not in accordance with the drawings and specifications." The same omission occurred in the fifteenth line.

Mr. G. T. HINE [F.] moved that the Form of Agreement and Schedule be referred back to the Committee or Council, for reconsideration. He moved that amendment not in any antagonistic spirit, but in order to place himself in order. The Council if they promulgated a Form of Agreement ought to issue one as nearly perfect as possible; and while the Form of Agreement before them was in many respects excellent, it was not in any way approaching perfection. Clauses of vital importance to the employers as well as to the contractors were omitted. It was not in the nature of a contract agreement that it should contain the whole of the specification; at the same time, there were clauses of legal importance which should be in the contract agreement, and which, as a rule, had no place in the specification. There was one clause, which was conspicuous by its absence, namely, the usual indemnity clause, a clause which indemnified the employer against claims and actions from adjoining owners and local authorities. [Mr. HALL: Clause 18.] He would not enumerate the claims which might exist, beyond one emanating from a local authority, and particularly in a country work in respect of unusual traffic on the highways. He had known claims brought against the employer, in respect of unusual traffic; and it was a very easy matter for, say, only the transport of three or four million bricks on a highway to create a damage of £300 or £400. Another clause that an architect ought to require in a contract was one enabling him to deal with the provisional amounts that he had to direct and order. In the proposed Form of Contract an architect was empowered to select and order articles and works for which provisional amounts were provided in the contract, and the contractor had to meet those claims; but if he did not meet them, what then? There was no provision for enabling the proprietor to do so. [Mr. HALL: Clause 25 gives all that.] In an ample agreement a proprietor was enabled, in default of the contractors meeting those claims, to

pay them, and deduct them from the amount of the next certificate. There were a great many points in the Agreement and Schedule which ought to be reconsidered. In Clause 27, for instance, as to the payment of the first moiety of retention money. What was the meaning of "practically completed"? He thought the door was left open there for a very wide argument.

PROFESSOR T. ROGER SMITH [F.], in seconding Mr. Hine's amendment, said that he would not attempt a criticism of any part of the Form of Agreement and Conditions. Knowing the men they had been at work upon it, and the amount of time and attention they had given to it, he was quite sure that every question which one could reasonably raise at such short notice was likely to have been thought out and considered. Had they had a longer time it was possible that something might have occurred to his mind which would be fruitful and useful to bring forward, and on that ground he heartily concurred in the proposal that the discussion should be postponed. He could not but feel that on the face of it a document which had an appendix containing an alternative scheme stood at a great disadvantage as compared with the document which many of them had used for many years with complete success. He had used the Conditions of Contract constantly, and he had never found either any private client or any public body object to them; and the fact that they were known to have been approved by the Institute of Builders had, he had found, caused the Builders to be equally willing to adopt them. It was said that the words about the acceptance by the Institute of Builders had now disappeared from the endorsement; but they had not heard that the Builders had repudiated them, and up to the present time he thought it had been quite fair to say that they were conditions which were agreed upon between both sides; and it had been a great advantage to be able to produce so important a document which had had the sanction of the Institute, and also the advantage of being officially accepted by the Builders. Further, he had had some little experience as an arbitrator in differences, and, in some cases, disagreements which had been fought out with great acerbity and skill and tenacity by counsel on both sides, and he never found that the Arbitration Clause attached to the old Form of Contract had been attacked in any shape or way, or had failed to furnish a sufficient basis for arbitration and for the award by an arbitrator. That had been his experience. Therefore it was to be regretted that if the document was accepted now, it would have to be accepted under circumstances which would raise a dispute every time it was proposed to put it into execution. How could one ask a contractor to accept a document with a clause in it which had been opposed by his own society? What he wanted to ask was this: There was a period in the negotiations when the Practice

Committee had fairly agreed with the Institute of Builders, as they heard from the very concise and clear statement put before them by Mr. Boyes. Was there no possibility of reverting to that, and engaging, not two solicitors, but one counsel of eminence and of sagacity who should take the work up afresh and be instructed by the Committee and not by solicitors, and that so he might settle a form of arbitration clause that might be adopted by all?

Mr. R. PHENÉ SPIERS [F.] asked whether it was not on the records of the Institute that the present Heads of Conditions were published independently of the Builders, and that in course of time they were found to be so reasonable as to be unanimously and generally accepted.

THE HON. SECRETARY replied that such was the case.

Mr. WILLIAM WOODWARD [A.] said that Professor Roger Smith had touched upon the important part of the matter in pointing out that the old Conditions of Contract were approved by the Builders; all they had to do was to attach those Conditions to their specification, with the necessary filling in of the blanks, and the contract was completed. Now that important factor was absent in the present case. The Builders had not agreed to those conditions, and they had stated their reasons for not agreeing to them. He was sorry that a representative of the Institute of Builders was not present to give them the benefit of his explanations. It appeared, however, that the reason of the interpolation of the Builders' Arbitration Clause was that they were led to assume that the previous clauses were really of very little moment, because so long as the Arbitration Clause was drawn satisfactorily to them the previous clauses could be allowed to pass. It seemed to him that the Institute should not trouble itself at all with the Form of Agreement. The Form of Agreement was distinct altogether from the Schedule of Conditions, and it was a matter appertaining, if the architect desired it, to the lawyers. He saw no reason, if the architect did not adopt those Conditions, why he should not, as many architects did, go to his solicitor and allow him to prepare the Conditions of Contract. Then the first line was, "Note:—This form is applicable where quantities do not form part of the contract." Why should those Conditions of Contract have anything whatever to do with quantities? The quantity question appeared in other clauses, and in his opinion it should be eliminated entirely from any Conditions of Contract made by an architect. Criticising the Form of Agreement, in Article 3 he thought the word "architect" should be used instead of "person." With regard to the proviso at the end of Article 3: "Provided always that no person subsequently appointed to be architect under his Contract" (*his contract, whatever that might mean*) "shall

"be entitled to disregard or overrule any decision or approval or direction given or expressed by the architect for the time being." That proviso bound the subsequent architect hand and foot to the work of his predecessor. Supposing the predecessor had unwittingly allowed defective work to pass, or supposing that unwittingly he had allowed a form of construction to pass which the subsequent architect thought was not desirable for the safety of the building or in the interests of his employer, surely the subsequent architect should be allowed to deal with the matter as in his discretion seemed to him proper. Therefore he suggested that that clause should be struck out, and that the subsequent architect should have the free hand which the previous architect had. Coming to the Schedule, he found in Clause 1 an interpolation which was likely to lead to the employment of lawyers in a very short time, and to the architect being placed in the background by a very sharp builder. Clause 1 said: "The works shall be carried out to the reasonable satisfaction of the architect." He was in the Royal Courts of Justice a short time ago when a claim was made by an architect for professional charges, and Mr. Lockwood, in cross-examining the client in the box, referred to the charges, and the client said, "But I am perfectly prepared to pay the reasonable charges of the architect, and always was perfectly prepared to do so." Mr. Lockwood said, "Oh yes, I dare say, what you consider reasonable, but what the gentleman here considers very unreasonable." Imagine, then, the importance of the first clause requiring that "the works shall be carried out to the reasonable satisfaction of the architect." Supposing an architect condemned some defective work, and the builder said, "I shall not amend it, because, in my opinion, it is unreasonable to condemn it." Who was to be the judge of what was reasonable? [Mr. RIDGE: The arbitrator.] Why call in an arbitrator unnecessarily? Leave out the word "reasonable" and it would be all right. Then lower down it said: "The contract drawings and specification shall remain in the custody of the architect." He proposed to insert after the word "remain" the words "the property of and," so that it would read "shall remain the property of and in the custody of the architect." That would settle, once and for all, the whole question of the ownership of the contract drawings. In Clause 2 there was, to his mind, a fairly startling proposition. It said "the architect shall furnish to the contractors within days after the receipt by him of a request for the same any details which in the opinion of the architect are necessary." According to that, the architect must wait for the contractor to request him to furnish the details. Surely the architect should be the judge, and the sole judge, of what details were necessary for the carrying on

of the building. [Mr. RIDGE explained that if the contractor did not know, he was to ask for instructions.] With regard to Clause 8, the old Conditions of Contract said, in reference to line 7, "provided that the same is reasonably and obviously to be inferred therefrom." The word "obviously" was of importance. Lower down in the same clause, it said "they shall immediately refer the same to the architect, who shall decide which shall be followed." But there was no reference whatever there to the payment for the extra. If the architect decided that certain drawings should be followed, and those drawings entailed an extra, surely they must allow the contractor to be paid for that. [Mr. RIDGE explained that all that was provided for afterwards.] Coming to Clause 10, a very important clause, which had been observed upon by Mr. Cates in the letter read to the Meeting, it said: "If the work shown on any of the details or the further drawings or details referred to in Clause 1, or necessary to comply with any instructions, directions, or explanations which may be given from time to time by the architect, is, in the opinion of the contractors, in excess of that comprised in the contract, they shall, before proceeding with such work, give notice in writing to this effect to the architect." He asked to be allowed to explain what that meant. Take the stone-work of a front, the only information in the possession of the contractor, unless he went to considerable expense to find it out, was in the bill of quantities, where he found so many thousand feet cube of stone. The architect from his small scale drawings had made those details, and surely if there was any man who was able to know when he was preparing full-size details whether they were in excess of the quantities or of the small scale drawings, it was the architect. And why should he leave it to the contractor? It was a serious onus thrown upon the builder, and an onus which was explained by the following clause, which appeared to him to mean this: that if the contractor did not point out to the architect that the full-size details were in excess of the quantities in the small scale drawings, then the contractor was to be permitted to carry out work greatly in excess of that which was originally contemplated because he had not taken the trouble, which was an impossibility in a contractor's office, of finding out that the details were in excess. It was a monstrous proposition — an attempt to throw upon the contractor work which the Practice Committee of the Institute should know was quite impossible. [Mr. HALL remarked that the Builders' Committee had agreed to those words.] But what did the Builders' Committee say in their letter? They said, "Of course we agree to all these conditions from 1 to 28, if you will give us our Arbitration Clause." There was a reference in

Clause 12 to the quantities. He would shorten his observations under this head by saying that he proposed that the Conditions should omit all references as to quantities or to the Quantity Surveyor; they had nothing whatever to do with the contract between the employer and the architect. If they did not agree to eliminate Clause 12 he should like to say that it might be a serious matter for the Quantity Surveyor if those words were allowed to pass. It said: "The fees for the bills of quantities (if any) and the Surveyor's expenses (if any)" (and of course there would be some) "stated therein shall be paid by the contractors to the surveyor named therein immediately after payment of the amount of the first certificate in which they shall be included." So that the architect need not include the fees at all. Why should he not include them? [Mr. HALL: He would use his discretion, of course.] He had no right to a discretion to pay the Quantity Surveyor. That was done according to custom; which custom was, as Mr. Hall certainly knew, that the surveyor was entitled to his commission out of the first certificate, and not out of the first certificate in which the architect should choose to include them. Then, in Clause 14, there was the word "reasonable." He submitted that that word should be struck out. In Clause 15 there was another little injury which would accrue to the contractor. That the contractor should be made liable for every defect that might arise from the use of improper materials, or from improper workmanship, he should be the first to sustain, and to allow a reasonable time within which the architect should enforce the making good. But why should the contractor be liable for frost? The words "any damage to pointing" were inserted. They knew the reason of that; but if a contract was commenced in June, and, in order to carry out the contract in time, the pointing had to be done in the winter months, and it was done in accordance with the specification with excellent materials, why should the contractor be made liable for repointing? It was unfair to the contractor. Clause 16 he considered an excellent one; it was the only good clause — the only clause that was preferable to the old Conditions of Contract. In Clause 18 he would suggest that the words "or animals" should be inserted after the word "persons" in the third line. He himself generally put in "persons, animals, or things." An animal might be injured by the works of the contractor. In Clause 23 the word "unreasonably" should be struck out. The same clause said that "the contractors shall not be at liberty to remove from the site or works, or any ground contiguous thereto." It might be that the contractor was carrying on work on a site immediately adjoining, and they would not surely claim the materials placed upon that site. [Mr. RIDGE explained that it meant materials intended

for the work; the clause said, "placed thereon for the purposes of the works." Upon the whole question, the reasons urged by Professor Roger Smith for sending the Conditions back were paramount, namely, that the Conditions had not been agreed to by the Institute of Builders. The whole usefulness of the old Conditions consisted in the fact that they were agreed to by the Builders. He would propose that the revised Conditions be referred back to the Practice Standing Committee for re-consideration, and for communication with the Institute of Builders, and for further report to the Institute.

MR. LACY W. RIDGE [F.] said that Mr. Woodward was under a delusion if he supposed that it would be of the slightest use to refer the matter back to the Builders. After the letter which had been sent round to the members of the Institute, behind the back of the Council, he did not think it would be possible to enter further into communication with the Builders. The suggestion made by Professor Roger Smith, that the matter should be referred to counsel to settle between two laymen, was no doubt admirable; but Professor Roger Smith must be aware that counsel did not take instructions from laymen, but they must go through a solicitor. They had tried all that the solicitors could do for them, and on the rock of the solicitor they had split. The document before them was, he believed, an extremely valuable one. He did not think there was a single point which had been mentioned in the discussion which had not been the subject of most careful study by the Committee. He allowed that it did not reach that perfection which Mr. Hine desired—did anything in the world reach such perfection? He could only say that if the document, which was enormously in advance of the Heads of Conditions, did not commend itself to any individual member of the Institute in any point, it was open to that member to perfect it. They did not wish to thrust that document down the throat of everyone—to say, "You must take these Conditions of Contract and must take no other." They were the best conditions they could offer. After very hard work expended on it by men skilled in the particular line—men endowed with the peculiar power of drawing legal documents (of whom he did not claim to be one)—the document ought to command the respect of the Institute. The Practice Committee would be very glad to have it referred back to them, not for alterations, not for re-consideration with the Institute of Builders—for the thing was impossible—but to consider any verbal alterations, any matters not affecting the principles involved in the clauses, which members might be kind enough to send. If any of the Allied Societies chose to make suggestions of the kind he had indicated, they would be considered by the Committee with the greatest respect. With regard to the builders, he thought it would be found that

any builder in London who knew his position would be only too delighted to take the Conditions as he found them—for there were a vast number of things here arranged which, under the old Heads of Conditions, were left indefinite. He did not think any builder would ask for an arbitration clause under which he might refer to arbitration the right of the architect to go on to the building. The Clause as drawn by the Builders' solicitor could not be entertained for one moment. He hoped, therefore, that the Resolution which had been moved from the Chair would be carried by a very large majority.

MR. FORSTER HAYWARD [F.], F.S.A., said it was practically impossible to accept a document which had come upon them with such short notice. He was not prepared to accept the document as it stood. Possibly, after a great deal of consideration, it would commend itself in detail very largely to his mind; and he must say they had had a most interesting and valuable evening, because the details had been brought before them, and in correcting little bits of detail they had seen another side of the question from what they would in simply reading it in their own study. With regard to the old Heads of Conditions he could bear out what Professor Roger Smith had said. He had had the utmost advantage out of the Heads of Conditions which were agreed to by the Institute of Builders with their own Institute. He had found it a most valuable document, and he used it continually. What the effect of the document superseding that would be he did not know; and he was very anxious to know. If it improved it he should be anxious to adopt the improved form. Mr. Woodward was quite right when he said that the matter had been hurried now, when it had been incubating for six years probably, and yet they were asked to adopt at once something which only reached them a few days ago. In his opinion the only right result of that Meeting would be to adjourn the matter until it had been further considered, not only by themselves, but by the Allied Societies. The more light they had thrown upon it, the better it would be. He hoped the next time they met they would have a little more light upon the subject as to what had been the cause of the irritation with the Builders, and what the letter was that was referred to in the circular letter they had all received that morning from the Institute of Builders. He hoped that the irritation with the Builders would pass away. He was quite sure it ought to pass away, and he was quite sure that if they all used their influence, and looked at the document fairly and reasonably, when they met again they should be very much better prepared to discuss the matter; and if it were proved that it was more desirable than the old Conditions, then, he hoped, they would adopt it, and with the consent and sanction of the Institute of Builders.

There had been an attempt at an agreement. They had agreed before, why not again? If they did not, he, for one, should fall back upon the old agreement, and have nothing to do with the new one. He should take the document that they had agreed to. He knew perfectly well the circumstances under which that was first founded. It had proved a very useful document.

THE HON. SECRETARY said they could certainly arrive at an agreement with the Builders, if they chose, by accepting their suggestion of arbitration; but they had no wish to do so. He thought that the meeting should be adjourned, so as to give the Allied Societies, and members generally, an opportunity of sending up, in the meantime, any remarks that they had to make before they finally decided the matter.

MR. T. H. WATSON [F.] seconded the motion for adjournment. He believed that the more the document was studied and understood, the more acceptable it would be to the Institute. It would, he thought, assist them very much at the adjourned meeting if some member of the Practice Committee would be good enough to point out to the Meeting, after careful comparison of the 29th clause, as drawn by the Builders' solicitor, wherein it differed in specific terms or in action from the 29th clause as drawn by the Practice Committee. For instance, he should like to know what part of those several letters, *a, b, c, &c.*, would not be included in the terms of the sixth line of the 29th clause as drawn by the Practice Committee, viz., "as to the construction of the Contract, or as to any matter or thing arising thereunder." If the Builders were asking them to include in the arbitration matters or things not arising under the contract, of course that would be quite inadmissible; but if they were things that might be deemed to be included in those terms, he thought there was not very much to dispute about. If the Chairman of the Practice Committee would just bring up a short statement of that sort, which would set their minds at rest upon that point, it would help them very much. He should like the new document, if adopted, to be unanimously adopted.

MR. J. DOUGLASS MATHEWS [F.] said it appeared to him that if they adjourned to another meeting they would be pretty much in the same position then, at ten o'clock, as they were at present. Might he make a suggestion which probably would meet the case?—That members who felt disposed should send to the Institute, say within a fortnight, any suggestions that they had to make upon the Conditions, which should be referred to the Practice Committee, who should then make a report upon them to present to the adjourned meeting. By that means he thought that any verbal suggestions or corrections could be put before the Practice Committee, who, he was sure, would do their best to consider them.

Speaking as a former member of the Practice Committee, and having taken part in this question, he might say that a great many of the points that had been discussed at that meeting had been already discussed in Committee, and, therefore, no doubt, if his suggestion was carried out, an immense amount of time might be saved, and they might get the matter through in the present Session. Might he also say that there should be a distinct understanding that the Institute must adhere to the clause 29 as suggested by the Practice Committee? It was a matter of impossibility to go further than was proposed. Honest builders would, he was sure, be prepared to adopt the clause in the revised Conditions as it stood, which was very much better than the clause in the existing Heads. If builders were suspicious of an architect, or architects of builders, then they must frame whatever clause they considered necessary under the special circumstances. It would be better for them to adhere to the clause as it stood, otherwise they would be just as far off agreement in six months' time as they were now.

MR. ALEXANDER PAYNE [F.] understood that there was not much to quarrel with on the part of anybody except that one arbitration clause. If that was the case, he wished to ask the Committee whether it had been suggested to the Builders that if they could not agree to the arbitration clause, they should keep all the rest of the new Conditions of Contract and simply keep the old arbitration clause. [MR. RIDGE, replying, said it would not have the same meaning.]

MR. AUGUSTUS W. TANNER [A.] desired to say only one word, as a comparatively junior member of the Practice Committee. When he entered the Committee he had some notion that the matter of the contract would be finished rapidly, but he soon found that the great difficulty was coming to agreement with the Builders and the Builders' solicitor, and that had had ratification in the last few days in a remarkable way. He happened to be arranging a contract for a considerable work with a first-class firm of solicitors, when the Institute Heads of Conditions as to the bankruptcy and other clauses were discussed, and also the known impossibility of agreeing with the Builders' solicitor. But there was one point that they must not lose sight of, and that was that there had arisen a feeling of unrest about the present Heads of Conditions. Some of their members had stated they still continued to use them. He advised such members that the Conditions were wrong, and the bankruptcy clause rendered them positively illegal. Therefore something must be done, and done quickly. Many of them who had works to carry on were waiting, because they had no forms of contract. Solicitors said, "Let us have something to look at to see your view as architect," and they had nothing to show them. Whatever had to be done, let it be done quickly.

for the news of this meeting would spread abroad, and it would be known all over London that the Royal Institute of British Architects were not able to come to an agreement about the form of contract. It was disheartening after the Practice Committee had considered the matter for so many years. He had been nearly three years a member of that committee, and the matter had been considered fully, and almost every point that had been brought up at that meeting has been discussed by the Committee.

MR. EDWIN T. HALL [F.] said it seemed to him that it would be desirable to accede to the suggestion that the Meeting should be adjourned—not under any consideration that the matter should be referred back to the Practice Committee. He thought Mr. Douglass Mathews's suggestion as to verbal alterations was desirable as a practical one. There were two or three points that had been raised which were certainly little improvements, and they did not affect any question of principle. It had been reiterated again and again—Why should the present Heads of Conditions be objected to? The reason was because they were obsolete and illegal. Mr. Forster Hayward said that he would use them again. Let him do so, and he would wake up some morning and find himself in a lawsuit, which would prove to him that his contract was not worth the paper it was written upon. [Mr. FORSTER HAYWARD, rising, said it was the first time they had been informed of that. They ought to have been told that before.] It was told them in the speech of the Honorary Secretary of the Practice Committee in opening the discussion that evening. The Committee had brought the matter before the Institute as soon as they possibly could. The reason they had not brought the matter up before was because for two and a half years the solicitor of the Committee and the Builders' solicitor had had the agreement in hand to settle its legal wording. It was surely enough that that time should have been so occupied, and it was simply outrageous and preposterous to suggest that the Committee should allow themselves to be put to the fatigue of going through it all again. He could only say, speaking for himself and for his colleagues on the Practice Committee, that they would decline absolutely to take the matter back and discuss it again. He had said that the existing Heads of Conditions were not such as the Institute should longer use or recommend, and he should like to read to the Meeting a quotation from a counsel's opinion on the document. This was not drawn up because of the present controversy, but was sent to him in March 1892. It was the opinion of an eminent counsel, and this was the beginning of it:—"This is the worst set of Conditions I ever read in the course of a very considerable experience of building and engineering contracts, and I find great difficulty in saying what is the

"true effect of it." [Mr. WOODWARD remarked that it did not say it was illegal.] Was not that in itself enough for them, the Practice Committee and the Council, to come before the Institute and say that it was time they superseded that document with something which they hoped was a little better? If it was not, then their time had been wasted. He would not now take up their time by going through and showing how utterly unfit some of those Conditions were to be in any building contract recommended by the Institute. [Mr. FORSTER HAYWARD: They had been recommended by the Institute up till now.] They were recommended by the Institute twenty-seven years ago, when the law was very different from what it was at present. On the bankruptcy question alone the law was only altered a few years ago. Were they to issue Conditions of Contract twenty-seven years old to deal with the law as it was at present? Were they to be asked to reaffirm the old Heads of Conditions when twenty gentlemen on the Practice Committee had devoted five years, with all the help that they could get from the solicitors, in trying to bring the form into a shape up to date? The new Bankruptcy Clause was settled by the Builders' solicitor with the Committee's solicitor practically as it was in the draft. He did not ask them to accept the new Form on that ground, because, unfortunately, they had wasted a great deal of time and money in trying to come to an agreement with the Builders, but that agreement was found to be absolutely impossible. He objected to its being said in that room that they could not issue a document unless the Builders or any other body agreed to it. He never heard of such a stultifying proposition. That meant in this case that the other side could, by simply holding out, impose any conditions, however unreasonable. They must remember that this was a contract between the employer and the contractor. They had heard the contractor's views, and they had heard the views of the contractor's solicitors; but they had never heard any of the views of the employers upon it. Architects professed to be judges between these parties, and they had to steer a middle course between the employer and the contractor. They had to steer their ship between Scylla and Charybdis. They had a gulf on one side, into which the architect's judicial position would soon drift if he chose to regard only the interests of the employer; and on the other side, if they were not very wary, they might allow the employer's interests to be destroyed on the side of the builders. The Committee had had to be very wary, and they had had the ablest builders' solicitor in London against them. It was the proud boast of members of the Institute that they tried to be something more than partisans in dealing with contracts. They had given the builder everything to which he was equitably entitled. They had given him all they dare give,

having regard to the interests of their clients. Not a word had been said that evening about the interests of their employers. The sending of the circular which the Builders had just forwarded to members was, in his judgment, most improper. In the first place it made an improper statement when it said that they had a positive assurance given to them—he presumed by the Committee—that the whole of the matters would be subject to an arbitration clause, which would be left to the settlement of the respective solicitors, if they meant by that that the Committee were to put themselves in the hands of any solicitor and to say, “We will agree to whatever you will agree to with the ‘solicitor of the Builders.’” But they must look for the interpretation of the circular in another letter sent to the Council on 23rd April—and here he should explain that only about a month ago the Builders said that the clause so settled was to be binding on the Council of the Royal Institute. The Secretary refuted that, and then the Secretary of the Builders wrote:—“I regret that I inadvertently referred to the Council instead of the ‘Committee, but our Committee have certainly ‘understood all along that the settlement of the ‘clauses by the solicitors would be binding on the ‘respective Committees, though not on the Council, of either body.” Understood all along! Why, it was their own stipulation that the contrary should be the case. In a letter dated 8th May 1893 the same Secretary of the Builders’ Institute wrote officially to the Hon. Secretaries of the Practice Committee as follows:—“It would, ‘of course, be understood that neither Committee ‘will be bound by the revisions adopted or proposed by the solicitors.” What did the members think of the circular in the face of that stipulation? Reference was made again in the circular to an opinion of Sir R. Webster. He thought it was a month or six weeks ago that the Builders offered to send the Committee the opinion. The Council asked for the case with the opinion. The Council had not got the case; the opinion the Builders sent them on Saturday. They said that with certain correspondence sent to counsel were a confidential report by their solicitor and a short case. That confidential report the Council were not allowed to see. That confidential report would govern the whole opinion. Then, again, as to dealing with the Builders’ solicitor: He wanted to distinguish between the Builders and their solicitor, and he was not reflecting on that gentleman at all; he was a very able lawyer, and trying to do the best for his clients. The Committee had had the greatest possible pleasure in meeting the Builders, and had agreed absolutely with them in September 1892. A copy of the agreed document was then sent to the Builders. They took exception to one or two trivial verbal matters, but did not take exception to the Committee’s Arbitration Clause. The matter was then placed in the hands of the

solicitors to put it into legal phraseology. Could it be supposed that if two solicitors sat down loyally to do this the whole Agreement could not have been done in a fortnight or so? Months rolled on, and in March 1893 the Practice Committee addressed an earnest protest to the Builders against the course taken by their solicitors. The matter went on, and they had now been two-and-a-half years doing it. How long was that to go on? Was it not ruinous? Did it evidence an intention on the part of one party to try and get an arrangement? Now they had got this Arbitration Clause recommended on behalf of the Builders. Well, if any gentleman would like to use that, let him do so. But the Council and the Committee would not advise him to use it. What was the first clause of it? What questions might be raised before the arbitrator! They might arbitrate upon “the right to exercise, and “the exercise, by the architect or the employer “of any power conferred upon them or either of “them.” Fancy entering into a contract giving one power to do certain things, and then, when one attempts to put them into force, one is served with a notice and one’s right questioned to exercise the powers conferred by the contract! Did it look as if the Builders desired that the Agreement should be brought to fruition? It looked as though they said, “We do not care twopence “what you put in your contract; it matters “nothing to us so long as you give us our Arbitration Clause.” What was the meaning of that clause? It meant that the architect had no control whatever over his building. It meant, *inter alia*, that the time clause for completion was wiped out at once, because the Courts would say that delays arising through the raising of questions clearly allowed to be raised by the Arbitration Clause were legitimate grounds for claiming an extension of time. He could go into every question that had been raised on the other conditions, and demonstrate to the Meeting that they had all been discussed and in some way dealt with in the new form, except Mr. Hine’s suggestion as to the breaking up of roads, which was so exceptional a thing that they did not think it should be put in. That gentleman had in mind large public buildings for which there would be a special form of contract drawn up by the solicitor to the Body, and probably the architect would be the sole arbitrator under such a contract. He could, if the Meeting desired, go into the whole document in detail; but he would say no more then if it were thoroughly understood that there was to be merely an adjournment of the debate, and not a reference back to the Committee.

THE CHAIRMAN, in putting the motion for the adjournment of the Meeting till Monday, the 13th May, hoped that members would forward any suggestions they had to make as soon as they could to the Secretary of the Institute.



MINUTES.

SPECIAL GENERAL MEETING.

At a Special General Meeting, held on Monday, 29th April 1895, at 8 p.m., Mr. Aston Webb, F.S.A., *Vice-President*, in the Chair, with 35 Fellows (including 6 members of the Council) and 23 Associates, the notice convening the Meeting was read, and the Chairman formally presented the "Form of Agreement and Revised "Schedule of Conditions of Building Contracts" recommended by the Council for approval and adoption. The Chairman then moved:—That the Royal Institute of British Architects do hereby approve the Form and authorise its issue as "A Form of Agreement and Schedule of Conditions for Building Contracts sanctioned by the "Royal Institute of British Architects," and do withdraw its assent to the further issue of the "Heads of Conditions of Builders' Contract" at present issued with the sanction of the Royal Institute.

A letter was read from the Hon. Secretary of the Nottingham Architectural Society [p. 465], quoting a resolution of that Society urging the Institute to postpone its final approval of the Form and Schedule until the matter could be fully discussed by the Allied Societies. Letters of objection to certain clauses of the document before the Meeting were also read from Mr. Arthur Cates [F.] and others [p. 465], together with a printed communication in the form of a circular letter issued by the Institute of Builders [p. 466].

Mr. H. C. Boyes [F.], Hon. Secretary of the Practice Standing Committee, seconded the motion, and read a statement setting forth the reasons which led the Committee to undertake the task of formulating the new Conditions of Contract, and giving a brief account of the negotiations between the Committee and the Institute of Builders. In the discussion which ensued various amendments in the provisions of the Form and Schedule were proposed, and suggestions made for the adjournment of the debate to allow the General Body further time for consideration of the document. A proposal to refer the matter back to the Practice Standing Committee for reconsideration and consultation with the Institute of Builders was objected to on behalf of the Committee by Mr. Lacy W. Ridge [F.] and Mr. E. T. Hall [F.]. Finally, on the motion of the Hon. Secretary, seconded by Mr. T. H. Watson [F.], it was

RESOLVED, that the Meeting be adjourned to Monday, the 13th May, to enable the Allied Societies and the General Body to further consider the proposed Form and Schedule, and forward their suggestions and observations to the Secretary of the Royal Institute prior to that date.

The proceedings then terminated, and the Meeting separated at 10.30 p.m.

MINUTES. XIII.

At the Sixtieth Annual General Meeting (the Thirteenth General Meeting of the Session), held on Monday, 6th May 1895, at 8 p.m., Mr. F. C. Penrose, F.R.S., *President*, in the Chair, with 18 Fellows (including 10 members of the Council) and 9 Associates, the Minutes of the Meeting held 22nd April 1895 [p. 428] were taken as read and signed as correct.

The notice convening the Meeting having been read, the President moved, and Professor Kerr seconded, the adoption of the Annual Report of the Council, a copy of which had been previously issued to every member within the United Kingdom. In connection therewith the Hon. Secretary read the Report, dated 22nd April 1895, of the Auditors for the official year 1894-95 as follows:—

GENTLEMEN,—As the Honorary Auditors appointed at the last Annual Meeting of the Royal Institute of British Architects we take the opportunity to make the following observations:—

The Trust Funds.

The Securities now held in connection with this Trust and deposited at Lloyds Bank (Limited), Herries Farquhar Branch, 16, St. James's Square, S.W., consist of investments made in the Architectural Union Company, the London and North-Western Railway 4-per-Cent. Preference Stock, the Indian Peninsula Railway 5-per-Cent. Stock, the Midland Railway 3-per-Cent. Debenture Stock, the Great Western Railway 5-per-Cent. Consolidated Stock, and the Madras Railway 4-per-Cent. Stock.

In addition to the foregoing Securities, "Stock" to the amount of £2,303 6s. 0d. is held in the 2½-per-Cent. Consols, a voucher of which (up to the close of business on the 9th day of April 1895) we have received from the authorities at the Bank of England.

The nominal amount of such Stocks and Shares is £7,288 11s. 8d., and we consider, generally, the investments to be of good character.

In addition there is, or was, cash in the hands of the bankers to the amount of £485 2s. 2d.

Ordinary Funds: Income and Expenditure.

The returns show the "Income" of the past year (ended the 31st of December 1894) to be £5,279 11s. 0d.

The "Expenditure" of the past year (ended the 31st of December 1894) amounted to £5,565 18s. 10d., showing a deficit of £286 7s. 10d., which deficit, it may be anticipated, will be further increased this year. We find that the estimated cash deficit for the year ended 31st December 1894 was £156 14s. 4d. The actual deficit, however, for that year was £286 7s. 10d.

The financial position of the Institute, as shown by the foregoing statements, we consider to be most unsatisfactory.

Balance Sheet of Ordinary Funds.

We wish to direct attention to the following items, which are, in our opinion, susceptible of considerable modification as "Assets."

We consider that the sum of £2,497 8s. 1d., the amount set down as the value of the furniture, fittings, and fixtures, is greatly in excess of their market value; that the percentage taken for depreciation of the foregoing, viz., 2½ per cent., should be materially increased; that the respective sums attached as the value of the oil paintings, drawings, prints, casts, &c., together amounting to £3,090, are very excessive; that the "Accumulated Fund (being surplus of assets over liabilities) balance as per last Balance Sheet, £12,735 17s. 5d.," may be described as a polite euphemism; that as regards the "Investments"—viz., £1,000 2½-per-Cent. Consols and 202 shares Architectural Union Company, £2,828—we desire to point out that the latter may or may not be readily convertible when required, and that therefore the only available investment which could be immediately realised in case of emergency is the £1,000 in Consols.

In conclusion, we have much pleasure in acknowledging the uniform attention and valuable assistance rendered to us by the officials of the Institute on the occasions of our visits for the purposes of the audit.

We have the honour to be, Gentlemen, your obedient servants, FREDK. TODD, WM. WOODWARD.

The Report of the Council having been taken as read, a discussion ensued [Appendix], in the course of which suggestions were made by the Auditors, Mr. Todd and Mr. Woodward, to rectify the deficit in the accounts of 1894, and it was

RESOLVED, *non. con.*, that the Report of the Council for the official year 1894-95 be approved and adopted.

The lists of attendances of members at the several meetings of the Council and Standing Committees during the official year having been submitted and taken as read [see *Supplement* No. 13], scrutineers were appointed to direct the election of the Council and Standing Committees for the ensuing year of office and report the result thereof to the Business General Meeting of the 10th June—namely, *Fellows*: Messrs. F. T. Baggallay, J. W. S. Burmester, H. Jarvis, J. Finch Noyes, H. D. Searles-Wood, J. P. Seddon, W. F. Unsworth, and E. Woodthorpe; *Associates*: C. H. Brodie, F. H. Greenaway, G. W. Hamilton-Gordon, D. B. Niven, H. A. Satchell, and E. W. M. Wonnacott.

Messrs. F. Todd [F.] and Wm. Woodward [A.] were again nominated as Auditors for the ensuing year of office.

The list of attendances of members at the Statutory Board of Examiners, of which two meetings had been held during the official year, having been read, the Board were re-appointed as follows:—Messrs. George Aitchison, Lewis Angell, Francis Chambers, G. Elkington, Banister Fletcher, Charles Fowler, E. Gregg, F. W. H. Hunt, E. B. I'Anson, Robert Kerr, J. Douglass Mathews, Lacy W. Ridge, T. Roger Smith, B. Tabberer, and T. H. Watson.

The proceedings having been thus brought to a close, the Meeting separated at 9.45 p.m.

APPENDIX.

Annual Report of the Council.

PROFESSOR KERR [F.], in seconding the adoption of the Report, thought that there was cause for congratulation on the prosperous position of the Institute. The first point upon which they might express gratification might possibly be the reference, on page 442, to the proposed establishment of an additional class of members, who should be craftsmen in the arts allied to architecture. Anything more sensible and more prudent in every way than that proposal it was difficult to discover; and he hoped that the Institute would be able to gather around it a large number of those artistic craftsmen who were now becoming so numerous in the country, foreign nations almost envying our prosperity and progress in that respect. He was quite sure, from the pleasure that they had had in listening to the discourses of some of those gentlemen (whose names he need not mention) in that room, and the still greater pleasure as regarded the reading of their discourses in the journals, that there was no possibility of any difficulty arising in regard to their alliance; and he hoped that this would prove to be a step in advance of a very important character, and one that would give the public of the country, as a practical and commercial country, a greater access of confidence in their wisdom and good faith. He was much pleased to find that his Grace the Duke of Devonshire had been so exceedingly liberal and generous as to place in the custody of the Institute the drawings referred to in the Report. He had no doubt that proper thanks had been transmitted to that most estimable and able nobleman, and if it were necessary that anything should be done at that Meeting to make it more emphatic, he hoped they would be allowed the opportunity of doing it. There were no doubt many others in the kingdom who had collections—not perhaps so valuable as that he was referring to—which, with a little prompting, they might place in proper hands. There was an exceedingly satisfactory allusion in the Report, at page 445, with respect to bridges. The Council had, it appeared, intervened and approached the London County Council

with regard to the very important question why their bridges should be so exceedingly disagreeable in design. There was no reason for it whatever. He had been accustomed for a good many years to teach his pupils that a bridge ought to be made graceful just as well as a house—indeed, he could not see where to draw the line. Some bridges on the Continent were very gracefully designed; but some of the bridges over the Thames were most ungracefully designed. He contended that there was no necessity for drawing a line between architecture and bridge building as regarded elegance of design; and he hoped the Council would persevere, and, what was more, he hoped that in the next generation architects would have the bridges to build, as they had in times past. In Ireland this was considered the architect's work now, and also on the Continent—certainly in Austria—and with great advantage. On page 446 of the Report it was said: "The Council, recognising the importance of many of the Papers read before the Allied Societies, had devoted a section of the JOURNAL to their publication." He wished to say most strongly that he thought their JOURNAL most creditable to the Institute, and in his opinion a publication of great value. The one vexed question before them at the present moment was that of the disagreement with the Institute of Builders in regard to the Form of Contract. They were not of course going to discuss that subject now; but being in the Report, it would be a pity that it should not be alluded to. He thought that the Practice Committee and others who had taken so much pains with the subject ought to be encouraged. He had read carefully the two conflicting Arbitration Clauses, and he must say he thought the Institute was right and the other people were wrong. At the same time, in order to avoid a scandal, it would be necessary, he thought, before the question was put formally to the vote of the Institute to confirm the Revised Conditions, that someone else should be called in to give force and authority to their adoption. He would suggest that they had the means of obtaining very good assessors if they were to call in the President and the Past-Presidents of the Institute. There were only three Past-Presidents alive now—Mr. Waterhouse, Mr. Barry, and Mr. Macvicar Anderson. These, with the present President—all thoroughly practical men of great experience—if they would kindly consent to arrange the matter on behalf of the Institute and the Builders together, could easily settle the question, and there would be an end of it. It was a pity that the Institute of Builders were ever applied to at all; there was no necessity for it that he could see. With regard to their finances, it was of no use to investigate the Accountants' statements, because they were quite beyond his depth; but he would really like to know, if anyone could tell him, whether they were behindhand or beforehand as regarded funds. There appeared to be a balance, and there appeared to be a deficit of £286. Those were all the remarks he had to make, and he again begged leave to congratulate the Institute, and the President and the Council, on the most prosperous position of the Institute.

THE HON. SECRETARY, having read the Auditors' report, which was printed in the Minutes [p. 477], explained that there were several observations and suggestions made by the Auditors in connection with the subject of the Institute finances which the Council were unable to take as forming part of the Auditors' report in accordance with the by-law; but the Council were only too pleased to have the advantage of their remarks, and hoped to hear them expressed that night by the Auditors in their respective capacities as members of the Institute.

MR. FREDERICK TODD [F.] said that the statement he was about to make, he admitted, might be somewhat of an unusual and unpleasant character, but it was one which the interests of the Institute required that he should make. His duty as an auditor was to see that the securities

were safe, and to scrutinise the accounts, and to report to the electors before the next annual meeting of the Institute. The Auditors had seen those securities, examined the accounts, and made a report to the Institute, which report they intended to be for the information of all the electorate, relative to the income, expenditure, and the deficit which unfortunately occurred in the present year's accounts; and, in addition, they offered in their report, for the consideration of the Institute, certain suggestions for the rectification of the deficit, all of which suggestions were incidental and consequent upon the deficit, and all of them more or less directly connected therewith. The report was forwarded to the Secretaries and addressed to "The Royal Institute of British Architects," they intending thereby to embrace the whole of the Fellows and Associates of the Institute throughout the United Kingdom, and which, they gathered from the words of the Charter (on page 23 of the *CALENDAR*), formed one body politic and corporate under the name of the Institute of British Architects. That report was accompanied by a letter, requesting the Secretary to have the report printed for the information of the members, the electorate previously referred to. That report had been withheld by the Council, on the grounds that the Auditors had exceeded their duties in having made suggestions for reductions and omissions therein; and the Council intimated to them to leave out of their report five MS. pages thereof, and referred them to By-law 40. To this the Auditors did not agree. Their contention was that the Council had no authority to dictate to the Auditors, appointed by the electorate, and from their own ranks, to make an independent report, what they, the said Auditors, were to say, or what they were not to say. By-law 40 said that the Auditors were to report, and it named two matters in connection therewith; but it did not say they were debarred from others. The Auditors now ventured to suggest for inquiry what number of reports conformable to By-law 40 had the Council received during the last ten years, or if they had received any at all. In the event of the latter proving the fact, how could the recently displayed zeal in the cause of By-law 40 be reconciled with this omission? In reporting upon the accounts, it must be evident to all that the Auditors could draw attention to any items therein mentioned, and they had singled out in the present case the unfortunate deficit to which they had directed their particular attention. The suggestions they had made were, as previously stated, connected with the rectification of the deficit, and other matters treated of were those made with the object of increasing the annual income to meet the deficit, which latter otherwise would very probably make its constant and increasing appearance in the future annual statement of accounts. Thus all their comments were, as stated, connected with or grounded upon the subject of deficit which appeared from the statement to have unfortunately arisen. As previously stated, the objection of the Council was that they had exceeded the subject matter to which, in the Council's opinion, they were confined. But they (the Auditors) could not help thinking that possibly other reasons might have somewhat influenced them in coming to that conclusion. Again, perhaps, the Auditors opened out too progressively in their report objects for thought and subjects for reflection. Should anyone be tempted to wade through the academic report as issued by the Council, he would look in vain if he sought there for any notice taken of, or any intimation of, matters in connection with the deficit, save and except it being adroitly and dimly shadowed forth (at page 450) under the head of "Balance," and which modestly recorded an anticipated debt at the conclusion of the year of £215. 7s. 10d. Were it not for that brief intimation, anyone reading the Report might possibly arrive at the erroneous opinion that the "authors" of that compilation were oblivious of the matter of the deficit altogether.

Mr. WILLIAM WOODWARD [A.] said he was sure they had listened with great attention to all that had fallen from his co-Auditor, Mr. Todd, and he should like to say that Mr. Todd had devoted to the subject a very considerable amount of time and attention, and all he had suggested had been for the real benefit of the Institute. For any institute or any corporate body to be strong, it must have its finances certainly not weak, and the Auditors had found at the outset of their investigation that the financial position of the Institute was generally very weak, and that that weakness was liable to increase rather than to diminish. The deficit had already been referred to by Mr. Todd, but he would make one observation which would show members of the Institute the gradual decrease in its strength which was going on. In 1887 they had £4,000 in Consols; in 1894 they had only £1,000, and that £1,000 must be diminished by works, repairs, &c., which were essential for the Institute. He ventured to say that the £71 which had been placed as the item which would decrease the deficit would be found the reverse, and that they would probably find at the end of 1895 the deficit, instead of being what had been said, would be something nearer £300 or £400, or perhaps £500. That was a very unfortunate position for the Institute to be in; and feeling that, and knowing what had fallen from the Bench with regard to the duties of auditors, especially with regard to some of the public companies, where it had been said, and with great force, that the duties of the auditors did not end in merely checking the figures that were placed before them, the duties of auditors, he maintained, consisted in thoroughly investigating the accounts; and, as the opportunity to the Auditors was one which did not apply to the general body, Mr. Todd and himself took advantage of the labour they had gone through in investigating those figures to place before the Institute, as they hoped, what should be a plain, straightforward account instead of a chartered accountant's account. He remembered the words that fell from Professor Kerr last year, when he said he was quite unable to understand a chartered accountant's account, and the Auditors, in their report, had made it perfectly plain. They showed that at the end of 1894 there was this deficit of £200 and odd, which, they said, must be increased unless some economising work was carried on by the officials, or, at all events, by the Council of the Institute. That led to the preparation of the Report, a part of which had been read by the Hon. Secretary. He would now, if they would permit him, read the part which the Council desired them to eliminate. In the letter transmitting that report they asked the Council to print the report, so that it might be sent to every member of the Institute with its own Report. The object of that was that the Institute, as mentioned in the by-law, should be informed of what the Auditors suggested, and that the observations or suggestions should not be confined to a Meeting. Here they had a sparse meeting—probably not fifty members present—showing, unfortunately, how little interest members took in the Royal Institute of British Architects; and the Report would be read to them, and probably might, or might not, be published. At all events, had the Auditors' report been printed and circulated with the Report of the Council, they would have had the views of the general body instead of the views of the Meeting.

THE HONORARY SECRETARY asked to be allowed to say that the idea of the Council was not to prevent Messrs. Woodward and Todd making the suggestions which Mr. Woodward was about to read, but their objection was to accepting them as part of the Auditors' report. The Council were glad to have the suggestions from them as private members of the Institute. But they could not undertake to print the report, because they did not consider it was the office of Auditors to make suggestions as to the management of the Institute.

Mr. WILLIAM WOODWARD [A.] quite appreciated the strength of the observation; but, bearing in mind the extended duties of auditors, it would have been far better had the Council at once sent forward the report, and at the present Meeting they could, if they had chosen, have called them over the coals for having exceeded their duties as Auditors. However, the Hon. Secretary's explanation he accepted with grace, as his friend Mr. Todd would; and he should now proceed to read the parts which the Council desired them to omit:—

Whilst we consider that our duties as Auditors may not entitle us to criticise the reasons which induced, or to enter upon the causes which have occasioned, this deficit, we nevertheless beg leave to tender some suggestions for its rectification.

We consider—

1. That strict economy should be exercised in the general expenditure, and that reductions and omissions be made wherever possible.

2. That the refreshments supplied at the evening meetings, which last year amounted to £42 5s. 11d., should be discontinued.

3. That the hire of the gallery at 9, Conduit Street for the exhibition of prize drawings, which, with other expenses connected therewith, amounted last year to £117 11s. 7d., be for the present discontinued, and such exhibition confined to the Institute meeting-room.

4. That the annual grant of £100 to the Architectural Association should cease.

5. That the grant to the Library Fund, which was last year £50, should be restricted for the present to £25.

6. That to avoid the cost of warehousing the existing tables, trestles, &c., now stored by Messrs. Dove at Islington, the said tables, &c., should be sold. These tables, &c., will probably not be required again by the Institute, as the "Examinations" (on which occasions they were used) will no doubt be held in the future in the "Examination Hall" on the Thames Embankment.

7. We think the attention of the Institute should be directed to the legal and other expenses incurred in relation to the "Ideal" Conditions of Contract. The charges from the 29th October 1892 to September 1894 amounted to £118 6s. 6d., and in addition there is a further account (up to date) of £21 8s. 6d. The cost of printing may be put at £50, thus bringing up the total cost to £190. We feel constrained, in the interests of the Institute, to suggest the expediency of at once terminating this unnecessary drain upon its resources.

We are of opinion that if the reductions and omissions which we have above suggested were made, a saving of some £250 would be effected in the annual disbursements, and should strict economy be persevered in during the succeeding year, the outstanding deficit of £286 7s. 10d. might be wiped off.

We also wish to submit for the consideration of the Institute the desirability of initiating at the earliest opportunity a "Reserve Fund," for the purpose of meeting any future extraordinary expenditure.

Bearing in mind the fact that the "income" of the Institute is small for such an important Corporation, and it being necessary that such income be enlarged, we suggest that it may be politic on the part of the Institute to increase the amount of the fees now charged in connection with the Examinations. We understand that last year there were 186 applicants for admission to the Preliminary Examinations, each of whom paid one guinea, and 63 Probationers, who paid two guineas each, and this number may possibly be increased in the future. The addition of one guinea to the fee of each future candidate might thus realise some £200 a year.

We are of opinion that the charge made to the Architectural Association for the use of the Institute rooms, including preparation, gas, electric lighting, &c.—viz. ten

shillings per night—might reasonably be increased to the cost actually incurred by the Institute.

We find that there are 921 Associates of the Institute, and of this number 426 were elected more than ten years ago, and we cannot help thinking that if a proper representation on the subject were made to them by the Council it might lead to many Associates joining the rank of "Fellows," whilst the extra funds which would thereby accrue would be the means of securing to the Institute that additional income which it urgently needs.

We have now to direct attention to a subject which we consider to be of vital importance to the welfare of the Institute. There has occurred during the last few years a distinct falling-off in applications for admission to the class of "Fellows"; the losses by death and by resignations have not been met by a corresponding accession of new members, and the proportion, therefore, of "Fellows" to the general number of the "Elect" is by no means what it should be. This fact necessitates, in our opinion, a strict investigation into the causes which have led to this unfortunate circumstance, and we should be glad to hear that steps will be taken to remedy the evil by removing the ground of it.

That part, coupled with the part read by the Honorary Secretary, was that which they desired should be circulated among the members of the Institute; and he regretted that that was not done. There was a remark, reported in *The Times* of May 1st, made in the Court of Appeal by Lord Justice Lindley as to the duties of an auditor, which quite strengthened, at all events, his opinion as to the propriety of that report. He would just make one or two observations on the Report itself of the Council. In the first place, there was an unfortunate admission on the first page that "The Fellows now number 604 and the Associates 921." Those figures confirmed the suggestion of the Auditors that some investigations should be made into the reasons which had led to a decrease in the applications to the Institute for the class of Fellows. The Art Standing Committee reported their meetings, and the only observation he had to make upon that report was on the reference on page 446 to the Papers read on "Simplicity in Architecture." They were all delighted with those Papers, and it was most gratifying to find that from an over-abundance of ornament in art the architects were determined that there should be simplicity. If they could get rid now of the cigar-shaped columns, he thought there would be some hope for simplicity and beauty in English architecture. Then, the Practice Standing Committee reported that they had held six meetings since the issue of the last Report, and, apparently, from their report, their attention had been confined solely to those unfortunate Conditions of Contract. With regard to those Conditions, he thought that, however much they might differ as to the new Conditions, they should all agree in this one thing—that the Practice Standing Committee were entitled to the sincere thanks of every member of the Institute for the extraordinary labours they had devoted to their preparation. His experience of the gentlemen who devoted their time to the benefit of the Institute was that they were the busiest men in the profession; men whose time was of the greatest possible value, but who did not hesitate to give it when the interests of the Institute demanded it; and in that category certainly came most of the members upon the Practice Committee. He had already referred to the cost of the work; it was an unfortunate cost, but there it was, and they could say no more about it. He would not trouble the Meeting with any further observations, except to say, with regard to the statement as a whole, that the figures in the Auditors' report in some cases differed from the figures in the published Report;* but those differences were

* These figures have since been made to correspond.

accounted for by the fact that the Council, or the Chartered Accountants, removed a sum of about £64 from under the head of expenditure which was really for depreciation of furniture, and that removal did not practically, or really, alter the financial statement, but it did alter the figures as audited and as now presented to the Institute. In conclusion, he would only say that he, for one, wished the Royal Institute every success, and was sure every member of the Institute echoed that wish. They wished, in the words of Professor Kerr, and hoped, and believed that it was prospering, and that it would prosper; but it would not prosper if its finances were not looked into more carefully, and if the deficit was not only wiped off but a balance created on the other side, so that, instead of the £1,000 Consols which they had in 1894, they should be able to revert to the £4,000 Consols that they had in 1887.

THE PRESIDENT said he should like to make a few observations upon what had been said by the Auditors, to whom they were extremely grateful for the great pains they had taken in this investigation. He wished them fully to understand that the Council did not intend to cast the slightest slur on their report, or on their work. If there was a question between them, it was merely one of form and not of fact. The Council wished the audit to be strictly an audit; and the advice which the Auditors were well qualified to give from their experience in what they had gone through the Council were most thankful to receive.

MR. C. H. BRODIE [A.] said that as a junior member of the Institute, and as a member of the Architectural Association, he would like to say at once that he was glad that the remarks which Mr. Woodward had read were not printed and issued with the Report of the Council, if only for the reason that he advised that the grant to the Architectural Association should be dropped. He called it an annual grant. He believed, as a matter of fact, it was a special grant made for a limited period of three years, and that that grant which had now been given would be the last for those three years. [THE SECRETARY explained that in the estimate for 1895 there was an item of £100 as a contribution to the Architectural Association. The Council had only said that it might possibly be the last.] He sincerely hoped that it would not be the last. He hoped to hear that the grant would go on for several years longer; because he could not conceive a better way in which the Institute could spend its money than in providing for the education of its students, and providing for that in such a way as the Architectural Association did. He did not think he was going beyond what he should say in mentioning the fact that probably the Council of the Institute would very shortly receive from the Architectural Association an application for a conference, in which they would be asked to bring the time of the Institute examinations a little more into accord with the very carefully laid down and very carefully thought out course of study which had been marked out by the Committee of the Architectural Association. Another point on which he disagreed with what fell from one of the Auditors, was that he seemed to throw a slur upon the money invested in the Architectural Union Company's Shares. The Architectural Union Company practically owned that building, and he thought that the Institute ought to own the building; therefore every penny invested in the shares of that company was, he thought, wisely invested. If the Institute owned the building, they would not have to pay rent for the galleries downstairs; in fact, they would be able to let the galleries, and receive the profits.

THE HON. SECRETARY thought that Mr. Brodie's remarks with regard to the subscription which he desired the Institute to give to the Architectural Association every year might probably be helped if Mr. Brodie would use his influence as an Associate to get the Associates of older

standing than himself to become Fellows, and so increase the funds of the Institute. At the present moment they were very much hampered indeed in giving that subscription by the fact that the Associates, the older ones, seemed to content themselves with remaining Associates instead of becoming Fellows.

MR. WILLIAM WOODWARD [A.], replying to Mr. Brodie on the subject of the Architectural Union Company's shares, said that what the Auditors wished to point out was that the shares might or might not be readily convertible when required, and, therefore, the only available asset that could be immediately realised was the £1,000 Consols.

MR. JOHN SLATER [F.] pointed out that the Auditors seemed to be entirely oblivious of the fact that the reduction of the sum standing to the credit of the Institute in Consols was really due to a very large number of shares having been purchased in the Architectural Union Company. The Auditors appeared to think that the Council had lost the money which stood in 1887 to the credit of the Institute in Consols; but, as a matter of fact, a large portion, if not the whole of it, had been expended in purchasing shares in the Architectural Union Company, and in repairs and alterations and additions to the premises of the Institute. So that they must not go upon the assumption that the available assets of the Institute had been reduced by that amount, because if they had compared the number of shares held by the Institute in the Architectural Union Company at the time that that amount stood to their credit in Consols, they would find that they had largely increased their holding now in the former, and that that accounted for the difference.

MR. ARTHUR CATES [F.] said that in 1887 they held 118 shares in the Architectural Union Company; they now held 202. They had bought 84 altogether. They were £10 shares, and were valued at £14.

MR. LACY W. RIDGE [F.] said he believed that it was understood last year that they were to have a Report not made up by Accountants, and had hoped that would be the case. Chartered Accountants would take the view of the subject that they were a Limited Company that had to go into liquidation. So far as the Institute was concerned, they did not want to go into liquidation. If they were told that they had so much cash at the bank and so much Consols that they could sell out to-morrow, they would know what was their available cash. As to shares in that building, they held them in the hope that they would some day absorb the whole building; and to that end he supposed every member of the Institute would like to contribute. Then there was one very great omission in the Report. They found the number of Probationers and Students of the Institute compared with the number last year; but they did not find the number of Fellows last year compared with the number in the present year. It was a most serious fact that there was a diminution in the number of Fellows—that the number of Fellows was becoming insignificant when compared with the number of Associates. And the reason was not far to seek. They had set up a system of examination *in camera* of proposing Fellows, to which he did not think any man who valued himself and his position would submit. Another thing: When the Council had passed a man and he was put up for election he was liable to be blackballed, and the Council sat still and took no steps whatever. Was it likely that any of the men so treated would ever come up again? The men who had been elected to the class of Fellows during this year had all come up from the class of Associates. The Institute wanted money—it wanted money rather badly, for what the Auditors said was true. Let them put the burden upon the Associates. Why should not the gentlemen who had all the privileges of the Institute, who had all the votes, who had very great influence, because they were much

more united than the Fellows were—why should they not pay the same subscription? Perhaps it might be well to suggest that they should pay three guineas as a sort of transition. He believed there were some people belonging to the Institute who thought that the Fellowship was a sort of honour. He could only say that that was no part of the constitution of the Institute. When he came up for Fellowship he in no way suggested, and it was in no way present to his mind, that he was asking anybody to confer an honour upon him. He became a Fellow after having been an Associate for a good many years, because he thought that it was his duty to do so, and that he ought to pay four guineas instead of two. He thought the Institute was in danger of becoming, to a very great extent, a Mutual Admiration Society, and, according to the view of the Auditors, was distantly—very distantly at present—approaching the state of a bankrupt society.

Mr. ASTON WEBB [F.] said that, as Chairman of the Finance Committee, perhaps he might be able to throw a little light on one or two of the points raised by the Auditors. Mr. Woodward was always ready to come forward as the friendly critic, and he was sure they were much obliged to him. He had not a word to say against it. They were perfectly legitimate and proper criticisms that he had brought forward. They all admitted and knew that the expenditure of the Institute at present was very high, and they were quite as anxious as the Auditors to diminish it. The Council were looking out for ways of doing so; and if they did not altogether agree with the suggestions of the Auditors, it was merely because they had other modes in view, not that they did not appreciate that it was absolutely necessary that some increase of income or decrease of expenditure should take place. So far as the capital was concerned, he thought that had been already fully answered. They had £4,000 in Consols in 1887, and they had now only £1,000; but they had largely increased the premises, which had been admitted to be of the greatest possible use to the work of the Institute, enabling the whole of the first floor to be devoted to the Library and other purposes. And also there had been the purchase of the Union Company's shares. His recollection was that about £1,000, as nearly as possible, had been spent on that. They had thought that, being tenants, it was good policy to endeavour to acquire those shares as they came into the market, and that policy had been carried out up to the present time. No doubt they could not be immediately realised, but there would be no difficulty in raising money upon them, and they were a perfectly legitimate and valuable asset to be put to the credit of the Institute. To talk of the capital of the Institute as being only £1,000 when they had this large amount also in the Architectural Union Company's shares of £2,800 seemed to him to be a misleading way, and an unnecessarily alarmist way, of putting things. With regard to the Accumulated Fund, and also to what had been said that of course no one could understand a chartered accountant's account—he (Mr. Webb) had also heard it said that ladies and many others could never understand an architect's plans, and that until they saw the building up they had not the remotest idea what it would be like. He did not think it was the fault of the chartered accountants' accounts; it was quite possible to be the fault of the gentlemen who examined them. He had shown the accounts to several business men, and they had all assured him that that was the usual way in which business men—not only Institutes like their own, but ordinary mercantile men—made up their accounts, and that the accumulated fund for a going concern was the only proper way in which a statement of the condition of affairs could be put before the Institute. The Institute of Chartered Accountants' accounts were made up in the same way, and its accumulated fund was stated on the same principle. Whether they wrote off sufficient for depreciation was another matter, but they could not

afford to write off more at present. But to say that they were not to value these things at some value seemed to him absurd. How far their books would sell at a forced sale they did not know, but the greatest possible trouble was taken to arrive at some fair valuation of them. Mr. Quaritch, Mr. Wyatt Papworth, and others were consulted on points of difficulty in the case; and as to furniture, Mr. Rickman and others, whom they considered most capable of arriving at some conclusion, took a great deal of trouble. With regard to the proposed reductions in expenditure that had been mentioned, of course there, again, he only spoke as a member of the Institute; but weight must naturally be given to the opinion of the two gentlemen who had so thoroughly gone into the accounts. They recommended that the hire of the gallery for the exhibition of the drawings submitted for the Institute prizes should be given up. He believed he himself was originally the cause of that expense being incurred. When the drawings were hung in the Meeting-room it was found that very often they could not hang the whole of them at once. A portion only of the drawings could be put up for the judges in the first instance, and the judges had to do the best they could. Then they had to take them down and put up another set, and so the judges had to try to arrive at a fair decision on the whole of the drawings. He had no hesitation in saying that that was absolutely unfair to the competitors, and that the only way in which the works could be fairly judged was to have all the drawings before the judges at the same time. It was really most important that when they offered prizes they should be able to give every assurance that the best man would get the prize in the different competitions. So long as they had so many drawings they could not possibly be accommodated upstairs, and he thought they must not dream for a moment of giving up the gallery. With regard to the grant to the Library, they had in former times given £100 a year, and the Literature Committee, and those who had charge of the Library, complained that this year they were only given £50. £50 was really not enough to keep the Library up to date. What they wanted to do was to reduce their expenditure so that they might again give £100, which was none too much. With regard to the Architectural Association's grant, it had been explained that that was a grant of £100 a year for three years by the Institute. The three years had expired, and they had an application from the Association to renew the grant. The question was raised that, in the state of their finances, they were not justified in giving £100 to the Association; but it was felt by many—and he must say that he was one of those—that it would be rather hard upon the Association to suddenly stop the grant without at any rate due notice; and it was therefore decided to recommend to the General Body that they should grant them another £100 for the present year, intimating at the same time that they were afraid they might not be able to continue it in the future. He was in hopes, and he did not think he was too sanguine, that their funds might from various causes be on a better footing shortly, and that the Institute might be able to continue the grant; but at any rate it was thought to be only right and prudent to give notice to the Association that it might not be possible in future years. With regard to the expense connected with the Conditions of Contract, of course they all regretted that, and all agreed that the sooner that account was closed the better. He thought it was nearly closed now.

Mr. EDWIN T. HALL [F.] said that, with regard to the criticisms upon the value of the property of the Institute, he felt sure that the Auditors would say that the Council had taken all the care that they could to get the figures correctly stated. Everything had been said that need be said about the Architectural Union Company's shares. It must be the dream of every member that the Institute should be the owner of the premises some day. If funds per-

mitted their transferring their other investments to those of the Architectural Union Company until they held all of the shares, that would be a most desirable consummation. With regard to the question of the Fellowship, it had been a matter of most anxious consideration to the Council how the number of Fellows could be increased. It was not long ago since they appointed a committee especially to consider the subject, and a report was drawn up by that committee. It was felt that it was not proper nor right to suggest any alteration in the system which at present prevailed, for the simple reason that it had not had a long enough trial to show its fruits. It was the gravest mistake in any constitution to chop and change the laws at every moment because they did not at once answer the expectations that were formed when they were enacted. If, however, after due trial of those laws for a few years, it was found that they did not work, it would then be right and proper that the Institute should be appealed to to say what should be done. But the broad fact which stared them all in the face was that they had 921 Associates. Why did not the senior Associates come up for Fellowship? If only fifty Associates would come up and be Fellows, they would have from their additional subscriptions a large sum to deal with. He hoped that Mr. Woodward would address his oratory to Associates to persuade them to come up and be Fellows. He was sure the Institute would be delighted to admit them. If every member were elected—as he ventured to think every member ought to be elected who passed the scrutiny of the Council—they would have a great accession to their Fellows. Why it was that they were not elected, unless there was anything against their honour, he could not understand. If there was a smirch on their honour, by all means blackball them. But, if he might venture to offer an opinion, he would say to every member of the Institute, be he Associate or be he Fellow, that, unless he really knew something against a candidate, it was his duty to vote for him at the election.

Mr. WM. WOODWARD [A.] said that a suggestion was made some time ago—he was not sure whether it was made by Mr. Cates or not—that every new member joining the Institute should be asked to contribute the sum of two guineas, which might go to the Library fund. That course was adopted by the Surveyors' Institution, and had resulted in a very large accession of income, and he thought it worth the attention of the Council whether it might not be adopted here.

THE HONORARY SECRETARY said that, with regard to that, there used to be a rule that a gentleman, when elected a Fellow or member, had the option of either subscribing a couple of guineas to the Library or of reading a Paper; but that was all altered when the By-laws under the new Charter were made.

Appointment of the Statutory Board of Examiners.

The attendances of the several members of the Statutory Board of Examiners for Certificates of Competency to act as District Surveyor under the London Building Act 1894, and as Building Surveyor under Local Acts of Parliament, at the two meetings held by the Board in 1894-95, were read (see *Supplement* No. 13).

PROFESSOR KERR said that, for his own justification, he must say that he did not see any good in attending the meetings. It was a deadlock. The Examiners were quite ready to do anything they had to do, but it seemed to him to amount to no profit, for candidates did not come forward, and if they did they did not pass, as a rule. The London County Council, in the exercise of their discretion—and he could quite see with them the propriety, from a certain point of view, of what they were doing—had changed entirely the constitution of the body of district surveyors in the future. He thought the Council ought to

take it seriously into consideration, and come to some sort of definite arrangement with the County Council.

THE PRESIDENT replied that some representations had been made to the County Council of last year, but nothing had been done with the County Council recently elected.

Mr. ARTHUR CATES [F.] said it would not be right in a case like the present, where only two meetings were held, to exclude from a numerous Board of this kind gentlemen who were not able to attend on one, or even both, of those two occasions. He thought it would be an invidious and improper thing to do. He should regret to see men of great ability and prominence, and men whose names adorned the Board, excluded simply because they were unable to attend on the two occasions when, as Professor Kerr had said, there was only one candidate to examine—and they did not want the whole Board to examine one candidate. The principle by which the Board had been governed was, he understood, the principle of a rota when there were more numerous candidates, which might be convenient for those gentlemen whose engagements—and they were all busy men—might not enable them to attend on one occasion, but who could attend upon another. He hoped that no action would be taken on the mere fact that on the two occasions when the Board had met those gentlemen had been unable to attend. He should have much pleasure in moving that the Board be re-elected.

Mr. EDWIN T. HALL seconded the motion. It seemed to him that what Mr. Cates had said put the whole thing most admirably with care and consideration—namely, that it would be absurd to expect all the gentlemen to attend when there were so few candidates.

PROCEEDINGS OF ALLIED SOCIETIES.

The Northern Association.

On Saturday, 27th May, a meeting of the Northern Association was held at Stockton and neighbourhood. In the afternoon the ancient churches of Billingham and Norton were visited at the former: the members were met by the Rev. Philip Rudd, the Vicar, who conducted them over the edifice, and afterwards hospitably entertained them at the Vicarage, which contains an interesting oak staircase of seventeenth-century date. The church is largely of pre-Conquest date, the tower having the characteristic windows with baluster shafts, similar to Monkwearmouth, Bywell, and Ovingham. The nave arcades are transitional insertions, that on the south side being very beautiful, and bearing a strong resemblance in feeling to Hartlepool, although differing in detail. The chancel was unfortunately rebuilt at an early period of the Gothic revival. In the Vicarage garden are preserved the sedilia taken out of the former chancel. At Norton the members were met by the Rev. Mr. Scott, the Vicar. This church also retains some pre-Conquest features, namely, the lower portion of the tower and the transepts, while the nave arcades are transitional. The aisles were rebuilt about fifteen years ago in the Perpendicular style. The church is exquisitely kept up, and forms a fitting culminating point to the pleasant village of Norton, with its village green surrounded by old-fashioned residences. In the evening the Association held a meeting at the Masonic Hall, Stockton, the President (Mr. J. Oswald [F.]), in the chair, when a number of local gentlemen connected with the profession attended. The Hon. Secretary (Mr. A. B. Plummer [F.]) sketched briefly the work and objects of the Association, especially detailing the advantage which it offers to students on the one hand, and established practitioners on the other. Several local gentlemen expressed their sympathy with the objects of the Association, and their intention of connecting themselves with it. Among

those present during the afternoon and evening, besides those already mentioned, were Messrs. J. H. Morton, (South Shields), Clark & Moscrop (Darlington), T. A. & J. A. Lofthouse (Middlesbrough), W. H. Linton, T. W. J. Richardson, E. A. Whipham (Stockton), and others.

LEGAL.

The London Building Act 1894.

KIRK & RANDALL T. HEWITT.

On the 28th March and 5th April, at the Southwark Police Court, Mr. Slade heard an application, on behalf of Messrs. Kirk & Randall, under section 150 of the London Building Act 1894, to set aside an objection made by Mr. Hewitt, District Surveyor for Southwark, to their building notice given to him, stating their intention to erect certain stable buildings for Messrs. Spiers & Pond at the corner of Charlotte Street and Gambia Street, adjoining their existing stables. The amended building notice described the stables as a new domestic building "(?) two storeys high, covering the whole of the site. The District Surveyor objected on the ground that the proposed domestic building had no open space at the rear as required by section 41 of the Act.

Mr. Grain appeared for Messrs. Kirk & Randall, and Mr. Daldy, instructed by the London County Council's solicitor, for the District Surveyor. Some discussion took place as to whether the magistrate was empowered to decide as to the reasonableness of the objection, or merely to say whether the objection, as based upon the building notice, was good under the Act. It was finally agreed that as the building notice was the result of some correspondence, and the class of building was queried, either side should be at liberty to amend the notices if desired, so that the real question at issue might be fought out on its merits.

Mr. Grain called Mr. Legg, engineer to Messrs. Spiers & Pond, who stated that cottages formerly occupied the site, plans of which had been certified by the District Surveyor. Two new buildings were to be erected, a bakery and a stable. The bakery had been passed by the District Surveyor as a building of the warehouse class. The stable building contained 108,000 cubic feet, and comprised a van shed on the ground floor and stables on the first floor; both storeys would be entered through the existing stable building in Charlotte Street. The old stables contained a dwelling for stable-keeper. The whole of the premises, both old and new, would be occupied by Messrs. Spiers & Pond for purely trade purposes. If the open space had to be provided it would defeat the object of the building.

On 5th April, the magistrate having meanwhile viewed the premises, the hearing was resumed, and Mr. Grain argued that Part V. dealt exclusively with buildings used for human habitation, and quoted sections 39 and 74. It was unfortunate that the enacting portions of the Act were discussed before the Committee had defined the interpretation clauses. "Domestic building" was a new term. In the old Act there were only "dwelling houses," "warehouses," and "public buildings." Terms of ordinary acceptance must be used in the ordinary purposes of life, and the domestic building of the Act must be something analogous to a building used for domestic purposes. The building in question, he contended, would be a storehouse, and it would not be necessary to have stores there to make it so; but vans and horses were required for business purposes. He further argued that the old building and the new were to be connected and occupied by the same firm as one premises. Taken in this way, they would exceed 150,000 cubic feet, and therefore would come under the warehouse class. The party-wall divisions of a warehouse exceeding 250,000 cubic feet did not constitute separate buildings under section 75. Section 52 made it clear that there was a distinction between a stable building and a domestic

building. He also contended that section 39 warranted the magistrate in setting aside the objection, as this stable might really be deemed a part of Messrs. Spiers & Pond's offices and counting-houses. It was clear that this sort of building was not intended to be included in the "domestic building class." Supposing it were not a warehouse, then it came within section 43. The old building and the new together would in that case be one domestic building, and the existing open space at rear of the former was equal to the open area space of the buildings pulled down. Mr. Grain said that in the first instance plans and notices were sent in, showing bakery and stables combined. This was withdrawn, and a fresh notice was sent in of a domestic building to be used as a stable; and in view of the correspondence a query was put after the word "domestic."

Section 150 was passed in order that disputes between the District Surveyor and the owner of a building might be settled before much expense was incurred, and he thought the magistrate had the right to set aside the objection of the District Surveyor if he considered the building as it was intended to be erected would satisfy the requirements of the Act.

Mr. Daldy, in reply, said that Mr. Grain had referred to section 43, but it appeared to him that that section entirely met the case. If buildings were to be erected upon sites of old domestic buildings, the owner could get the plans of the old buildings certified by the District Surveyor, and could then erect the new buildings so that no more land was occupied; but if the plans were not so certified, he must, in rebuilding, be bound by the preceding provisions of the Act. In this case the plans had not been certified under section 43. Mr. Grain relied upon this building not being of the domestic class because it was not allied with domestic purposes; but that was not what the Act said. Section 5, sub-section 26, stated that every building which was not a public building nor a warehouse was a domestic building. Section 39 showed clearly that Part V. did include buildings other than those used for human habitation; otherwise why specially exclude offices and counting-houses? Section 52 was more difficult to deal with, but it was quite clear that it only applied to the case of dwellings and stables of small depth, with a mews at the rear. In that case one open space was sufficient for both, and the two buildings were treated as one domestic building. As a matter of fact, these stable buildings were almost always dwelling-houses on the first floor.

Mr. Hewitt, the District Surveyor, was called, and stated that he had taken the view that the stables were domestic buildings under the definitions in the Act, and as such required the open space provided by section 41, rule 2. The new building would be less than 150,000 cubic feet; the new and old together would exceed 250,000, and, if united, other questions would arise under the Act. The building had not before been discussed or thought of as an addition to an existing building. The plans of the old buildings which formerly occupied the site had been certified by him under section 13, not under section 43. He had not been applied to for a certificate under the latter section. The space at rear of the existing stables did not comply with section 41 even if the buildings were treated as one, as it did not extend throughout the entire width, and was only about 3 feet wide at the northern end between the balcony of the existing stable and the abutment of the London Chatham and Dover Railway.

The case was again adjourned, and judgment given on 11th April, when Mr. Slade, after referring to the facts and arguments, said: The real question is—Is this a domestic building? The definitions are difficult, as they frequently are in technical Acts, but we may arrive at a solution if we inquire what is not a domestic building. It is not an office, a counting-house, a public building, or a warehouse. The building in question is neither of these, and I must hold that it is a domestic building, and the objection of the District Surveyor must therefore be upheld.

